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C - PRICE

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause for non-competitive acquisitions of all products and services valued over \$50,000 from foreign suppliers.

C0001T (01/06/91) Price Certification

The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for like quality and quantity of the products/services.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause for non-competitive acquisitions of commercial products/services, other than petroleum products, valued over \$50,000 from Canadian suppliers other than agency and resale outlets.

C0002T (01/06/91) Price Certification

The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favoured customer, for like quality and quantity of the products/services, does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity, and does not include any provision for discounts to selling agents.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use of the following clause for non-competitive acquisitions of non-commercial products/services valued over \$50,000 from Canadian suppliers.

C0003T (01/06/91) Price Certification

The Bidder certifies that the price quoted is based on costs computed in accordance with Contract Cost Principles, DSS-MAS 1031-2, and includes an estimated amount of profit of \$_____.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause for non-competitive acquisitions of commercial products/services valued over \$50,000 from Canadian agency and resale outlets, including subsidiaries of foreign manufacturers.

C0004T (01/06/91) Price Certification

The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for like quality and quantity of the products/services and does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity.

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C0005T (01/06/91) Price Certification

Effective 31/03/95, this clause is superseded by C0003T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause for non-competitive acquisitions of petroleum products valued over \$50,000.

C0006T (01/06/91) Price Certification

The Bidder certifies that the price is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for like quality and quantity, time, place and method of delivery of the products. The Bidder further certifies that its profit does not exceed that normally obtained on the sale of like quality and quantity, time, place and method of delivery of the products, and does not include any provisions for discounts to selling agents.

C0007T (01/06/91) Price Certification

Effective 01/05/96, this clause is superseded by C0008T.

C0008T (01/05/96) Price Support

The Bidder, in support of the quoted price, is required to provide:

- (a) a copy of the applicable current published price list; or
 - (b) a copy of a paid invoice for like items (like quality and quantity) sold to other customers; or
 - (c) a completed Price Analysis form, DSS-MAS 1116 (English) or DSS-MAS 1116-1 (French).
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C0008T (01/06/91) Price Support

Effective 01/05/96, this clause is superseded by C0008T.

C0009T (24/05/02) Sole Bid - Price Support

1. In the event that your bid is the sole bid received, Government Contract Regulations require price support be submitted in conjunction with the offer. Acceptable price support is one or more of the following:
 - (a) current published price list indicating the percentage discount available to the Department of Public Works and Government Services; or
 - (b) paid invoices for like items (like quality and quantity) sold to other customers; or
 - (c) price breakdown showing, if applicable, the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, profit, etc.
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C0009T (25/05/01) Sole Bid - Price Support

Effective 24/05/02, this clause is superseded by C0009T.

Remarks: Use of the following clause for non-competitive acquisition of commercial products/services valued over \$50,000 whenever price certification clause C0002T, C0004T or C0006T is used.

C0100D (13/12/99) Discretionary Audit

The Contractor's certification that the price/rate is not in excess of the lowest price/rate charged anyone else, including the Contractor's most favoured customer, for like quality and quantity of the products/services, is subject to verification by government audit, at the Minister's discretion, before or after payment is made to the Contractor under the terms and conditions of the Contract. If the said audit demonstrates that the certification is in error, it is agreed that the Contractor shall make repayment to Canada in the amount found to be in excess of the lowest price.

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C0100D (01/06/91) Discretionary Audit

Effective 13/12/99, this clause is superseded by C0100D.

Remarks:

Use the following clause for non-competitive acquisitions on non-commercial products/services valued over \$50,000 whenever price certification clause C0003T is used.

C0101D (12/05/00) Discretionary Audit

The estimated amount of profit included in the Contractor's price or rate certification is subject to verification by government audit, at Canada's discretion, before or after payment is made to the Contractor under the terms and conditions of the Contract. The purpose of such audit would be to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated firm price and fixed-time rate contracts received during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s). If the said audit demonstrates that actual profit is not fair and reasonable, as defined above, it is agreed that the Contractor shall repay Canada the amount found to be in excess of a fair and reasonable profit.

C0101D (01/05/96) Discretionary Audit

Effective 12/05/00, this clause is superseded by C0101D.

Remarks: Use the following clause in all non-competitive firm price contracts, valued at \$50,000 or more, that are awarded to Canadian universities, affiliated institutions and colleges. (For more information, please refer to *Supply Manual* procedures 10.090 to 10.098.)

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C0102C (12/05/00) Discretionary Audit

1. Notwithstanding the Accounts clause, section 11 of General Conditions - Universities and Other Institutions, DSS-MAS 1053, the Contractor's certification that the price quoted is based on costs computed in accordance with "Research and Development Contracts with Universities and Colleges" is subject to verification.
 2. The purpose of such verification would be to determine that the total price charged by the Contractor on a single contract, where only one exists, or a series of negotiated firm price contracts, where more than one exists, was in accordance with the aforementioned procedures.
 3. Any payments made pending completion of the verification shall be adjusted to the extent necessary to reflect the results of the said verification. If there has been an overpayment, it shall be refunded promptly to Canada.
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C0102C (01/05/96) Discretionary Audit

Effective 12/05/00, this clause is superseded by C0102C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in cost reimbursable with incentive fee contracts to denote the basis of payment terms.

C0200D (01/05/96) Basis of Payment

The Contractor will be paid the cost reasonably and properly incurred in the performance of the Work, determined by audit of Canada in accordance with Contract Cost Principles, DSS-MAS 1031-2, plus a fixed fee of \$ _____, plus an amount by way of bonus (if any) equal to _____ percent of the amount by which the audited cost is less than the target cost of \$ _____, provided that in no event shall the total profit consisting of fixed fee and bonus exceed \$ _____. The results and findings of Canada's audit shall be conclusive.

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C0200D (01/06/91) Basis of Payment

Effective 01/05/96, this clause is superseded by C0200D.

Remarks: Use the following clause in cost reimbursable with no fee contracts to denote the basis of payment terms.

C0201D (01/05/96) Basis of Payment

The Contractor will be paid the cost reasonably and properly incurred in the performance of the Work, as determined by audit of Canada in accordance with Contract Cost Principles, DSS-MAS 1031-2. The results and findings of Canada's audit shall be conclusive.

C0201D (01/06/91) Basis of Payment

Effective 01/05/96, this clause is superseded by C0201D.

Remarks: **THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.** Use the following clause in cost reimbursable with fixed fee contracts to denote the basis of payment terms.

C0202D (01/05/96) Basis of Payment

The Contractor will be paid the cost reasonably and properly incurred in the performance of the Work, determined by audit of Canada in accordance with Contract Cost Principles, DSS-MAS 1031-2, plus a fixed fee of \$ _____. The results and findings of Canada's audit shall be conclusive.

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C0202D (01/06/91) Basis of Payment

Effective 01/05/96, this clause is superseded by C0202D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in cost reimbursable with fixed fee and swing points contracts to denote the basis of payment terms.

C0203D (01/05/96) Basis of Payment

The Contractor will be paid the cost reasonably and properly incurred in the performance of the Work, determined by audit of Canada in accordance with Contract Cost Principles, DSS-MAS 1031-2, plus a fixed fee of \$ _____, except that in the event that the incurred cost is less than \$ _____ or more than \$ _____, the said fee will be renegotiated. The results and findings of Canada's audit shall be conclusive.

C0203D (01/06/91) Basis of Payment

Effective 01/05/96, this clause is superseded by C0203D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in cost reimbursable with fixed fee and ceiling price contracts to denote the basis of payment terms.

C0204D (01/05/96) Basis of Payment

The Contractor will be paid the cost reasonably and properly incurred in the performance of the Work, determined by audit of Canada in accordance with Contract Cost Principles, DSS-MAS 1031-2, plus a fixed fee of \$ _____, except that in no event shall the total price exceed \$ _____. The results and findings of Canada's audit shall be conclusive.

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C0204D (01/06/91) Basis of Payment

Effective 01/05/96, this clause is superseded by C0204D.

Remarks: Use the following clause in cost reimbursable with fee based on actual costs (cost plus) contracts to denote the basis of payment terms.

C0205D (03/02/97) Basis of Payment

The Contractor will be paid the cost reasonably and properly incurred in the performance of the Work, as determined by audit of Canada in accordance with Contract Cost Principles DSS-MAS 1031-2, plus a profit determined in accordance with the appropriate Department of Public Works and Government Services profit policy. The results and findings of Canada's audit shall be conclusive.

C0205D (01/05/96) Basis of Payment

Effective 03/02/96, this clause is superseded by C0205D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in "Limitation of Expenditure" contracts which include the Basis of Payment as an annex.

C0206C (15/06/98) Basis of Payment - Limitation

The Contractor will be paid its costs reasonably and properly incurred in the performance of the Work, and a firm profit, in accordance with Annex "____" attached hereto and forming part of this Contract.

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C0206C (01/04/92) Basis of Payment - Limitation

Effective 15/06/98, this clause is superseded by C0206C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in firm price contracts. Should always be used in combination with clause C2215D.

C0207C (15/06/98) Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under this Contract, the Contractor shall be paid a firm price of \$_____ (Goods and Services Tax extra or Harmonized Sales Tax extra, as appropriate). No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Specifications, will be authorized or paid to the Contractor unless such design changes, modifications or interpretations shall have been approved by the Minister prior to their incorporation in the Work.

C0207C (15/09/97) Basis of Payment - Firm Price

Effective 15/06/98, this clause is superseded by C0207C.

C0208C (01/06/91) Hovercraft - Basis of Payment

This clause is cancelled effective 01/12/92.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

C0209D (15/09/97) Proposed Basis of Payment

1. The proposed Basis of Payment is to be submitted as a separate section within the proposal and should include the following elements:

Fees:

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Firm, all inclusive _____ (daily/hourly) rates, Goods and Services Tax (GST) extra or Harmonized Sales Tax (HST) extra, as appropriate, FOB destination as follows:

Category of Personnel, Firm Rate \$ _____

Total Estimated Cost \$ _____, or

Total Ceiling Price \$ _____.

Fees:

Firm, all-inclusive _____ (daily/hourly) rate(s), GST extra or HST, as appropriate, FOB destination, for services as follows:

Description, Firm Rate \$ _____

Total Estimated Cost \$ _____, or

Total Ceiling Price \$ _____.

Firm, all inclusive unit price, GST extra or HST extra, as appropriate, FOB destination, of \$ _____.

Total Estimated Cost \$ _____

Firm, all-inclusive lot price for _____, GST extra or HST extra, as appropriate, FOB destination, of \$ _____.

Total Estimated Cost \$ _____, or

Total Ceiling Price \$ _____, or

Total Firm Price \$ _____.

2. The daily rates specified above are based on _____ hours. For work performed for a duration of more or less than one day, the daily rate specified will be prorated to cover the actual time worked.

C0209D (01/08/92) Proposed Basis of Payment

Effective 15/09/97, this clause is superseded by C0209D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in conjunction with clause A9094C. This clause should show the amount for the precontractual period and for the period from the contract date to contract completion and should be included in the Basis of Payment. The "Limitation of Expenditure" clause should reflect the total of items 1. and 2. below.

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C0210C (12/05/00) Precontractual Work - BoP Supplement

1. In consideration of the services provided for the period from ____ (start date) up to ____ (date prior to the effective date of the Contract), the Contractor shall be paid the sum of \$ ____ (Goods and Services Tax extra or Harmonized Sales Tax extra, as appropriate).
 2. For the period from ____ (effective date of the Contract) to Contract completion, the Contractor shall be paid in accordance with the Basis of Payment.
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C0210C (15/09/97) Precontractual Work - BoP Supplement

Effective 12/05/00, this clause is superseded by C0210C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause for maintenance services when firm monthly and hourly rates form part of the contract.

C0211C (15/09/97) Basis of Payment

1. The Contractor will be paid a firm monthly rate, in arrears, for the preventive and remedial maintenance services (including parts, labour, travel and living) performed during the Principal Period of Maintenance (PPM), as detailed in Appendix "____," FOB Destination, Custom duty included where applicable, Goods and Services Tax (GST) extra or Harmonized Sales Tax (HST) extra, as appropriate.
 2. The Contractor will be paid a firm, all inclusive hourly rate, for maintenance services performed outside of the PPM for items listed in Appendix "____," FOB Destination, Customs Duty included where applicable, GST extra or HST extra, as appropriate, of

\$ ____ per hour for first year;
\$ ____ per hour for option year.
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C0211C (01/05/96) Basis of Payment

Effective 15/09/97, this clause is superseded by C0211C.

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Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause for on-site maintenance services when hourly rates are proposed - cost reimbursable).

C0212C (24/05/02) Basis of Payment

For on-site maintenance and related services for the equipment listed in Appendix "____" during the Principal Period of Maintenance (PPM) and outside the PPM, as defined in this Contract, the Contractor shall be paid for the labour, material (if any) and travel expenses (where applicable) as follows:

For the period of twelve (12) months commencing on ____:

LABOUR

The Contractor shall be paid for the actual hours worked at the firm hourly rates detailed in Appendix "____" attached hereto. The Contractor shall be paid an initial half hour minimum charge calculated from the time the Contractor's technician arrives on-site. All additional chargeable time, over and above the first half hour, is to be rounded to the nearest quarter hour.

MATERIAL AND REPLACEMENT PARTS

The material and replacement parts shall be provided at the list price attached as Appendix "____" hereto, less a discount of ____ percent. All prices for parts and material are FOB destination, custom duty included as appropriate. (Goods and Services Tax or Harmonized Sales Tax (~~HST~~) extra, as appropriate.)

TRAVEL AND LIVING EXPENSES

There shall be no travel time or travel and living expenses payable for services rendered within ____ kilometres from the Designated Service Centre listed in Appendix "____" attached hereto.

For services rendered further than ____ kilometres from the Designated Service Centre, the Contractor shall be paid for actual travel time in accordance with the hourly rates specified in Appendix "____."

In addition, reasonable and proper travel and living expenses incurred by personnel directly engaged in the performance of the Work, as authorized in advance by the Maintenance Coordinator, shall be reimbursed at actual cost without any allowance thereon for overhead or profit and shall not exceed the then-current Treasury Board Travel Directive: http://www.tbs-sct.gc.ca/travel/travel_e.html.

ON-CALL SERVICES (WAIT-TIME)

The Contractor shall be paid for the actual hours of on-call period (wait time) at the firm hourly rate of \$____.

ESTIMATED COST FOR ARTICLES ____: \$____.

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C0212C (15/09/97) **Basis of Payment**

Effective 24/05/02, this clause is superseded by C0212C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause for services - firm price.

C0213C (24/05/02) **Basis of Payment**

The Contractor shall be paid the firm lot price of \$ _____ for work and services performed pursuant to this Contract.

TRAVEL EXPENSES

The Contractor will be paid for pre-authorized reasonable and proper travel expenses supported by appropriate receipts, incurred by personnel directly engaged in the performance of the Work, calculated in accordance with the current Treasury Board Travel Directive (http://www.tbs-sct.gc.ca/travel/travel_e.html), without any allowance thereon for overhead or profit. All payments are subject to government audits.

Goods and Services Tax, estimated at \$ _____, is extra to the Total Estimated Price shown herein and shall be paid in accordance with the provisions of clause _____.

Subject to the exercise of the Contract option for additional services in accordance with clause _____ herein, the Contractor shall be paid the firm lot price of \$ _____ to perform all work and services required to be performed in relation to the contract extension.

UNFUNDED

All deliverables are FOB Destination, and Canadian Customs Duty included, where applicable.

C0213C (25/05/01) **Basis of Payment**

Effective 24/05/02, this clause is superseded by C0213C.

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Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause for service contracts when firm per diem rates are proposed - cost reimbursable.

C0214C (24/05/02) Basis of Payment

The Contractor shall be paid the following firm per diem rates for work and services performed pursuant to this Contract.

CATEGORY	FIRM PER DIEM RATE
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_____	\$ _____
_____	\$ _____

Total Estimated Price: \$ _____

Subject to the exercise of the Contract option to extend the Contract period, the Contractor shall be paid the following firm per diem rates to complete all work and services required to be performed in relation to the Contract extension.

CATEGORY	FIRM PER DIEM RATE
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_____	\$ _____
_____	\$ _____
	UNFUNDED

Goods and Services Tax or Harmonized Sales Tax, estimated at \$_____, is extra to the "Total Estimated Price" shown herein and shall be paid in accordance with the provisions of clause "_____."

All deliverables are FOB Destination, and Canadian Customs Duty included, where applicable.

DEFINITION OF A DAY/PRORATION

A day is defined as 7.5 hours exclusive of meal breaks. Payment shall be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day shall be prorated to reflect actual time worked in accordance with the following formula:

$$\frac{\text{Hours worked}}{7.5} \times \text{per diem rate}$$

NOTE TO PAYING OFFICE

The amount of Canadian dollars has been calculated on the basis of exchange of C\$_____ being equal to US\$1. Payment shall be made in American funds and the amount required in Canadian funds shall be adjusted to correspond to the rate of exchange in effect when the necessary foreign funds are purchased.

TRAVEL EXPENSES

The Contractor shall be paid for pre-authorized reasonable and proper travel expenses, supported by appropriate receipts, incurred by personnel directly engaged in the performance of the Work, calculated in accordance with the current Treasury Board Travel Directive (http://www.tbs-sct.gc.ca/travel/travel_e.html), without any allowance thereon for overhead or profit. Charges for air travel shall not exceed that for economy class. All payments are subject to government audit.

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Total Estimated Price: \$_____.

C0214C (01/12/00) Basis of Payment

Effective 24/05/02, this clause is superseded by C0214C.

Remarks: Except for printing requirement contracts providing assistance to contractors for the purchase of equipment, the following clause shall be used in any single/sole source Request for Proposal for which a cost-reimbursable method of payment is clearly indicated or in any contract containing a cost-reimbursable element within the basis of payment. For printing requirements, use clause C0301D.

C0300D (15/06/98) Cost Submission

1. Upon completion of the Contract and also annually for multi-year contracts spanning more than one contractor fiscal year, the Contractor shall prepare and submit the Contractors Cost Submission, form DSS-MAS 7953 (a french version, "État des coûts des entrepreneurs", form DSS-MAS 7953-1, is also available) in triplicate to the Contracting Authority specified in the Contract. This cost submission covering each item with a cost-reimbursable basis of payment in the Basis of Payment section of the Contract shall be signed and certified accurate by two (2) officers of the Contractor, including its chief financial officer (unless expressly provided otherwise in writing), and shall contain a breakdown of the following elements where applicable.
 - (a) direct materials;
 - (b) material handling overhead;
 - (c) direct productive labour by cost centre;
 - (d) manufacturing overhead by cost centre;
 - (e) engineering labour;
 - (f) engineering overhead;
 - (g) direct charges;
 - (h) general and administrative overhead;
 - (i) other contract costs;
 - (j) profit;
 - (k) royalty;
 - (l) Goods and Services Tax and/or Harmonized Sales Tax, if applicable;
 - (m) freight out.

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2. A single copy of reasonable supporting information for each cost element shall be forwarded at the same time. More detailed documentation as required under General (C) on form DSS-MAS 7953 shall be kept readily available in the Contractor's offices, in order that an in-depth audit can be carried out subsequently if deemed necessary by Canada.
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C0300D (01/05/96) Cost Submission

Effective 15/06/98, this clause is superseded by C0300D.

Remarks: Use the following clause for printing requirements only. This clause should be used in any of the undernoted situations:

- a) any single source Request for Proposal for which a cost reimbursable method of payment is clearly indicated;
- b) any contract containing a cost reimbursable element within the Basis of Payment.

C0301D (01/05/96) Cost Submission

1. Upon completion of the Contract, the Contractor shall prepare and submit a Cost Submission to the Contracting Authority specified in the Contract. The Cost Submission shall be signed and certified as accurate by the Contractor's Senior Financial Officer and shall contain a breakdown of the following cost elements as applicable:
 - (a) material;
 - (b) subcontract;
 - (c) preparation charges;
 - (d) press charges;
 - (e) bindery charges;
 - (f) profit;
 - (g) delivery charges.
 2. Supporting information for each cost element must be available and be in sufficient detail that an in depth audit can be carried out if deemed necessary by Canada.
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C0301D (01/06/91) Cost Submission

Effective 01/05/96, this clause is superseded by C0301D.

C0302D (01/06/91) Invoices

This clause is cancelled effective 30/10/96.

Remarks: Use the following clause when it is the intention to combine the Audit and Cost Submission provisions in "Limitation of Expenditure" and "Ceiling Price" contracts awarded to Canadian universities, affiliated institutions, and colleges.

C0303C (01/05/96) Audit/Cost Submission

1. The amount claimed under the terms and conditions of this Contract, as computed in accordance with the Basis of Payment, is subject to government audit.
2. Any payments made pending completion of the audit shall be regarded as interim payments only and shall be adjusted to the extent necessary to reflect the results of the said audit. If there has been an overpayment, it shall be refunded promptly to Canada.
3. On completion of the Contractor's obligations under this Contract, the Contractor shall, if requested, prepare and submit a cost submission to the Contracting Authority specified in this Contract. The cost submission shall be signed and certified by the Contractor's Senior Financial Officer and shall contain a breakdown of the following elements of cost, as applicable:
 - (a) direct labour;
 - (b) direct materials;
 - (c) direct charges;
 - (d) subcontracts.
5. Supporting information for each element of cost shall be available and shall be in sufficient detail that an in-depth audit can be performed.

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C0303C (01/06/91) Audit/Cost Submission

Effective 01/05/96, this clause is superseded by C0303C.

Remarks: Use the following clause in contracts when the Basis of Payment is to be based on costs in accordance with DSS-MAS 1031-2, Contract Cost Principles.

C0304C (15/06/98) Cost Submission

1. On completion of the Contractor's obligations under this Contract, the Contractor shall prepare and submit a cost submission to the Contracting Authority specified in this Contract. The cost submission shall be a statement of the costs incurred by the Contractor, in accordance with the Basis of Payment, for the Work performed under the terms of this Contract.
 2. The cost submission shall be signed and certified by the Contractor's Senior Financial Officer and shall contain a breakdown of all applicable elements of cost, for example:
 - (a) direct material;
 - (b) general and administrative;
 - (c) direct labour overhead;
 - (d) direct charges;
 - (e) profit;
 - (f) subcontracts;
 - (g) overhead;
 - (h) Goods and Services Tax and/or Harmonized Sales Tax, if applicable;
 - (i) delivery charges.
 3. Supporting information for each element of cost shall be available and shall be in sufficient detail that an in-depth audit can be carried out.
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C0304C (01/05/96) Cost Submission

Effective 15/06/98, this clause is superseded by C0304C.

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Remarks:

Use the following clause in contracts which contain a "Limitation of Expenditure" or a "Ceiling Price" clause when the basis of payment is other than cost reimbursable in accordance with Contract Cost Principles, form DSS-MAS 1031-2.

C0305C (01/05/96) Cost Submission

1. On completion of the Contractor's obligations under this Contract, the Contractor shall prepare and submit a cost submission to the Contracting Authority specified in this Contract. The cost submission shall be a statement of the costs incurred by the Contractor, in accordance with the Basis of Payment, for the Work performed under the terms of this Contract.
 2. The cost submission shall be signed and certified by the Contractor's Senior Financial Officer and shall contain a breakdown of each cost element.
 3. Supporting information for each element of cost shall be available and shall be in sufficient detail that an in-depth audit can be carried out.
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C0305C (01/06/91) Cost Submission

Effective 01/05/96, this clause is superseded by C0305C.

C0306C (31/01/92) Proposal Cost

Effective 01/05/96, this clause is superseded by C0306T.

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C0306T (13/12/02) Proposal and Pre-award Costs

No payment shall be made for costs incurred in the preparation and submission of a proposal in response to this Request for Proposal.

No costs incurred before receipt of a signed contract or specified written authorization from the Contracting Authority can be charged to any resultant contract.

C0306T (01/05/96) Proposal and Preaward Costs

Effective 13/12/02, this clause is superseded by C0306T.

Remarks: Use the following clause for Repair and Overhaul Service contracts.

C0307D (15/09/97) Cost Submission

1. If requested by the Contracting Authority or audit agency designated by the Contracting Authority, the Contractor shall prepare and submit to the Contracting Authority or the audit agency as applicable, a cost submission, upon completion of the contract or annually for multi-year contracts spanning more than one contractor fiscal year. The cost submission shall be a statement of the costs incurred by the Contractor, categorized in accordance with the Basis of Payment, for the work performed under the terms of the contract.
2. The cost submission shall be signed and certified by the Contractor's senior financial officer and shall contain a breakdown of all applicable elements of cost, for example:
 - (a) Direct material
 - (b) Direct labour
 - (c) Direct charges
 - (d) Overhead
 - (e) Subcontracts
 - (f) General and administrative
 - (g) Goods and Services Tax
 - (h) Harmonized Sales Tax
 - (i) Royalty
 - (j) Freight
 - (k) Profit

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3. Supporting information for each element of cost shall be available and shall be in sufficient detail that an in-depth audit can be carried out.
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C0307D (01/06/94) Cost Submission

Effective 15/09/97, this clause is superseded by C0307D.

C0400D (01/06/91) Basis of Pricing

This clause is cancelled effective 01/05/96.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

C0401D (01/06/91) Pricing

Prices as listed in your regular, seasonal and sale catalogues and/or current published price lists, less a discount of _____ percent.

In addition to the above pricing, special offering due to year end or surplus manufacturing runs, special job lots, sales, etc., to be made available as they occur if of lesser cost than under the above pricing arrangement.

Special additional discounts for advance ordering - _____ percent.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

C - PRICE

C0402D (01/06/91) Pricing

1. Hydrostatic testing, packaging, winterizing and recharging: firm unit prices, sales tax included, for each operation and for each item listed on Appendix "_____".
 2. Repair, overhaul, modification and reduction to spares - prices as follows:
 - a) Labour: Direct or productive, \$_____ per hour used exclusively in work.
 - b) Pricing:
 - (i) material and replacement parts (except free issue) at laid-down cost plus a mark-up of _____ percent excluding sales tax. Sales tax to be shown as a separate item; or
 - (ii) material and replacement parts (except free issue) to be in accordance with your manufacturer's suggested retail price list, as last amended/published, less a discount of _____ percent.
 - c) Estimates: Where a cost estimate has been submitted and accepted by the _____, fully completed work or services will be performed or provided at a cost no greater than 110 percent of such estimate.
-

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

C0403D (01/06/91) Pricing

The price to be paid will be the minimum per diem rates established by the professional association in the province of _____ plus the actual cost of all disbursements properly incurred in the performance of this Contract including fair and reasonable travelling and living costs where applicable.

C0404D (01/06/91) Pricing

This clause is cancelled effective 01/05/96.

C - PRICE

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

C0405D (01/06/91) Pricing

Prices are to be submitted only on items showing a quantity in column "G", pick-up and delivery _____. Do not quote on weight basis.

C0406D (01/06/91) Pricing

This clause is cancelled effective 01/05/96.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

C0407D (01/06/91) Pricing

1. You shall be paid the basic price of \$_____ per square metre of road, entrances, sidewalks and parking areas, etc., for a total of \$_____ square metres of snow clearing over the entire area shown on drawing. This basic price shall apply only to a maximum precipitation of 200 centimetres of snow. If the total precipitation should not exceed 200 centimetres, you shall receive the total amount of \$_____ for the first 200 centimetres.

2. **ADDITIONAL PREMIUM:** If the total precipitation should exceed 200 centimetres you shall receive an additional premium of \$_____ per hundred square meters of area for each additional 2.5 centimetres of precipitation requiring clearing. The precipitation shall be calculated to the nearest 2.5 centimetres.

For the supply and application of sand, salt, calcium or stones or a combination of these, a price per ton may be specified.

3. **METHOD OF PAYMENT:** You shall be paid the basic price mentioned in 1. above in four instalments. The first three payments shall be made on the last of December, January and February. The fourth and final payment shall be made as soon as possible after April 30 provided no claim exists against you.

C - PRICE

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

C0408D (01/06/91) Pricing

1. The Contractor will be paid a retainer fee equal to \$_____. Payment will be made in five equal instalments of \$_____ at the end of December through April inclusive. If the Contractor should default (as specified under the Default heading), he will be required to pay:
 - (a) a penalty equal to \$_____ for each half-hour delay in responding to call-out;
 - (b) a penalty equal to \$_____ for each delay of one hour in completing clearing as specified.

NOTE: Any penalty for default will be deducted from the retainer fee.

2. After the first call-out or January 15 at the latest, the Contractor will be paid for the clearance, removal and disposal of snow as specified, at a price of \$_____ per centimetre of snowfall as determined by the Department of the Environment, Atmospheric Environment Service _____.
-

C0409D (01/06/91) Pricing

This clause is cancelled effective 01/05/96.

C0410D (01/06/91) Pricing

This clause is cancelled effective 01/05/96.

C0411D (01/06/91) Correction Supplement

Two (2) percent for author's corrections will be accepted and will be paid at the price shown in this document.

C - PRICE

C0412D (01/06/91) Price for Evaluation

Effective 01/05/96, this clause is superseded by C0412T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

C0412T (15/09/97) Price for Evaluation

1. Work

- (a) For Work as specified at _____ a firm price of: \$ _____
- (b) Goods and Services Tax (GST) at 7 percent of (a): \$ _____
- (c) Harmonized Sales Tax (HST) at 15 percent of (a): \$ _____
- (d) Total - Work, GST or HST included as appropriate : \$ _____

2. Unscheduled Work

- (a) Labour: Estimated person-hours at a firm charge-out rate for labour, including overhead and profit: _____ person-hours X \$ _____ per hour \$ _____
- (b) GST at 7 percent of (a): _____
- (c) HST at 15 percent of (a): \$ _____
- (d) Total - Unscheduled Work, GST or HST included as appropriate : \$ _____

3. Evaluation Price, GST or HST included as appropriate (1. plus 2.): _____.

C0412T (01/05/96) Price for Evaluation

Effective 15/09/97, this clause is superseded by C0412T.

C - PRICE

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

C0413D (15/09/97) Pricing - Goods

Supply of goods as specified above FIRM PRICE: \$_____;

Freight Charges FIRM PRICE: \$_____;

TOTAL FIRM PRICE: \$_____;

Goods and Services Tax extra or Harmonized Sales Tax extra, as appropriate.

C0413D (01/06/91) Pricing - Goods

Effective 15/09/97, this clause is superseded by C0413D.

C0414D (16/02/98) Vessel Refit, Repair & Docking - Cost

1. Price breakdown:

Upon request, the price of all unscheduled work will be broken down into individual specified activities with trades, person-hours, material, subcontracts and services.

2. Pro-rated prices:

Hours and prices for unscheduled work shall be based on comparable historical data applicable to similar work at the same facility, or shall be determined by pro-rating the quoted Work costs in the Contract when in similar areas of the vessel.

3. Services:

Ship services such as water, steam, electricity, etc., required for vessel maintenance during the duration of the Work shall be quoted as one price for all services; this price shall be firm for the period of the Contract and is subject to increase only if the period of the Contract is increased with the approval of the Department of Public Works and Government Services, due to increased extent of the work or other reason to be specified at the time.

4. Docking and undocking:

C - PRICE

The price of the Work shall include all costs resulting from drydocking, wharfage, security, shoring, shifting and/or moving of the vessel within the Contractor's facility.

Unless otherwise specified, the vessel will be delivered to the Contractor's facility alongside or a mutually agreed safe transfer point, afloat and upright and the Contractor shall do likewise when the Work is completed. The costs of services to tie up the vessel alongside and to cast off shall be included in the price for the Work.

5. Supervisory service:

We agree that services, including manufacturers' representatives, engineers, etc., which are required to do the Work specified shall be included in the original price. Such services shall not be an extra charge except where unscheduled Work requiring such services is added to the original requirement.

6. Removals:

Removals necessary to carry out the Work shall be the responsibility of the Contractor whether or not they are identified in the Specifications, except those removals not apparent when viewing the Vessel or examining the drawings. The Contractor shall also be responsible for safe storage of removed items and reinstalling them on completion of the Work. The Contractor shall be responsible for renewal of components damaged during removal.

7. Sheltering, staging, crange and transportation:

The price for the Work includes the cost of all sheltering, staging including handrails, crange and transportation to carry out the Work as specified. The cost of any necessary modification of such facilities to meet applicable safety regulations shall be to the Contractor's account.

C0414D (01/06/91) Vessel Refit, Repair & Docking - Cost

Effective 16/02/98, this clause is superseded by C0414D.

C0415D (01/06/91) Vessel Charter - Price

This clause is cancelled effective 01/05/96.

C - PRICE

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in firm price contract to cover the basis of payment for possible unscheduled work (during refits, mobile repairs, repair and overhaul, equipment conversion/update) when the intent is to negotiate a firm price for such unscheduled work before it is authorized.

C0416D (15/09/97) Contract Price

1. In consideration of completion by the Contractor of its obligations in accordance with this Contract, Canada shall pay to the Contractor the following:
 - (a) for the Work specified at _____, a total FIRM PRICE of \$_____;
 - (b) plus Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as appropriate;
 - (c) the price of any unscheduled work shall be negotiated with the Contracting Authority or its authorized representative on a firm price basis prior to authorization to proceed. The firm price for any unscheduled work shall be based on:
 - (1) labour effort at the firm hourly rate of \$_____;
 - (2) estimated material cost, plus a mark-up of _____ percent; and
 - (3) GST or HST, as appropriate, on (c) (1) and (2) above.

C0416D (01/05/96) Contract Price

Effective 15/09/97, this clause is superseded by C0416D.

C0417T (01/12/92) Unscheduled Work and Evaluation Price

In any refit/repair or docking contract, unscheduled work will arise after the vessel and its equipment is opened up and surveyed. Since this work is inevitable, the anticipated cost of such work must be taken into account when evaluating the bids. This is done by including a most likely amount of additional person-hours (and/or material) to which a competitive charge-out rate is applied in dollars, and is added to the firm price for the Work.

C - PRICE

The overall total is known as the "Evaluation Price" which is the price used for evaluating the bids. There is no minimum or maximum amount of unscheduled work nor is there a guarantee of such work, but rather it is a most likely work estimate based on historical experience.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause when assessing price on a low aggregate basis, using the projected estimated usage figures as a guide.

C0418D (31/03/95) Dry Cleaning/Fire Proofing of Drapes

All pricing includes removal and reinstallation of drapes.

1. Dry cleaning of lined drapes:

pricing: \$_____ per sq. ft.
projected estimated usage: _____ sq. ft.

2. Dry cleaning of unlined drapes:

pricing: \$_____ per sq. ft.
projected estimated usage: _____ sq. ft.

3. Dry cleaning and fireproofing of lined drapes:

pricing: \$_____ per sq. ft.
projected estimated usage: _____ sq. ft.

4. Dry cleaning and fireproofing of unlined drapes:

pricing: \$_____ per sq. ft.
projected estimated usage: _____ sq. ft.

Special care must be exercised in processing to protect colour and accoutrements. Shrinkage must not exceed two (2) percent.

Drapes must be placed on hangers.

For small repairs: (cigarette burns, seams, etc.)

Pricing:

1. Labour: direct or productive used exclusively in work: \$ _____ per hour.

C - PRICE

2. Materiel and replacement parts (except free issue) at laid-down cost (which includes invoice cost, transportation costs, exchange, customs and brokerage charges) plus a mark-up of ____ percent excluding sales tax. Sales tax to be shown as a separate item.
-

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in firm price contract to cover the basis of payment for possible unscheduled work (during refits, mobile repairs, repair and overhaul, equipment conversion/update) when the intent is to pay for such unscheduled work on a cost plus basis after it is authorized and completed.

C0419D (15/09/97) Contract Price - Unscheduled Work

1. In consideration of completion by the Contractor of its obligations in accordance with this Contract, Canada shall pay to the Contractor the following:
- (a) for the Work specified at____, a total FIRM PRICE of \$____;
 - (b) plus Goods and Services Tax (GST) or Harmonized Sales Tax (HST) as appropriate;
 - (c) after authorization by the Contracting Authority or its authorized representative and completion of any unscheduled work, the price of such unscheduled work shall be determined and paid in accordance with:
 - (1) labour effort at the firm hourly rate of \$____; plus
 - (2) material at net laid down cost, plus a mark-up of ____ percent; plus
 - (3) GST or HST, as appropriate, on (c) (1) and (2) above.
-

C0419D (01/05/96) Contract Price - Unscheduled Work

Effective 15/09/97, this clause is superseded by C0419D.

C - PRICE

C0430T (25/05/01) Pricing Data Sheets

In addition to the completion of the bid, the Bidder shall include one (1) copy of the pricing data sheets. Each item of work or services in the specification is to be priced individually to indicate the total cost of labour, overhead, material and profit as a single unit.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in conjunction with clause C0417T. The contracting officer is to fill out in subsection 1.(b): the number of person hours to be used to evaluate unscheduled work; in subsection 1.(c): the value of material cost to be used to evaluate unscheduled work. The bidder will fill out all other areas.

C0435T (10/12/01) Price Calculation for Evaluation

1. For the purposes of the evaluation, the price will be calculated as follows:

- (a) Price for the known work as specified in the Requirement: \$_____ (*Insert bid price*)
- (b) Unscheduled labour costs: _____ person hours, at \$_____ (*Insert bid rate*) per hour: \$_____;
- (c) Unscheduled material costs: \$_____, at _____ (*Insert bid mark up*) percentage mark up: \$_____;
- (d) Vessel Transfer costs: \$_____;
- (e) Contract Financial Security costs: \$_____ (*Insert amount from bid*)

EVALUATION TOTAL BID PRICE (taxes excluded) \$_____

2. The price of any resulting contract shall only include the amounts of subsections 1.(a) and (e), and the Goods and Services Tax/ Harmonized Sales Tax.

C0500C (01/06/91) Overtime Work - Fixed-Time Rate

Effective 30/10/96, this clause is superseded by C0500D.

C - PRICE

Remarks: Use the following clause in fixed time rate contracts where provision is being made for scheduled overtime. For additional information, refer to the *Supply Manual*, procedure 11.027.

C0500D (30/10/96) Overtime Work - Fixed Time Rate

No overtime work shall be performed under the Standing Offer/Contract unless authorized in advance and in writing by Canada's authorized representative. Any request for payment at the rate(s) specified in the Standing Offer/Contract must be accompanied by a copy of the overtime authorization and a report containing such details as Canada may require with respect to the overtime work performed pursuant to the written authorization.

C0501C (01/06/91) Overtime Work - Other

Effective 30/10/96, this clause is superseded by C0501D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in ceiling price and cost reimbursable-type contracts where provision is being made for unscheduled overtime. A cost analyst should be consulted in determining the applicable overhead rate.

C0501D (30/10/96) Overtime Work - Other

Overtime work shall not be performed under the Standing Offer/Contract unless authorized in advance in writing by the _____ Authority. Such written authorization shall be a condition precedent for payment of the actual cost, exclusive of overhead on the overtime premium, plus an overhead rate as applicable of _____ percent for the overtime work; and the Contractor shall submit to the _____ Authority a report with respect to the overtime work performed pursuant to any such authorization containing such details as the Canada may require.

C - PRICE

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

C0502C (01/06/91) Overtime

If overtime is authorized, the rate will be calculated as follows:

Your firm hourly chargeout rate of \$____, plus average hourly direct labour as per union agreement plus certified fringe benefit additive plus profit of 7 1/2 percent on labour premium and fringe benefits. This rate will remain firm for the duration of the Contract including all amendments.

Remarks: Use the following clause for non-competitive acquisitions of commercial services valued over \$50,000 from Canadian suppliers.

C0600T (01/06/91) Rate Certification

The Bidder certifies that the rate quoted is not in excess of the lowest rate charged anyone else, including the Bidder's most favoured customer, for like quality and quantity of the service, does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of services of like quality and quantity and does not include any provision for discounts to selling agents.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause for non-competitive acquisitions of non-commercial services valued over \$50,000 from Canadian suppliers.

C0601T (01/06/91) Rate Certification

The Bidder certifies that the rate quoted is based on costs computed in accordance with Contract Cost Principles, DSS-MAS 1031-2, and includes an estimated rate of profit of ____ percent.

C0602T (01/06/91) Labour Rate

This clause is cancelled effective 30/10/96.

C - PRICE

C0603D (01/08/92) Quoted Prices

This clause is cancelled effective 31/03/95.

C0603D (31/01/92) Quoted Prices

Effective 01/08/92, this clause is superseded by C0603D.

C0700C (01/06/91) Time & Contract Price Verification

Effective 30/10/96, this clause is superseded by C0700D.

Remarks: Use the following clause in competitive fixed-time rate contracts for service and material. Fixed-time rates may also include a pro-rata allowance for incidental materials. Identify the position or office of the designated government representative who will verify time charged.

C0700D (30/10/96) Time and Contract Price Verification

Time charged and the Contract Price of any incidental materials used may be verified by Canada's authorized representative before or after payment is made to the Contractor. If verification is done after payment, the Contractor agrees to repay any overpayment immediately upon demand by Canada.

C - PRICE

C0701C (01/06/91) Time Verification

Effective 30/10/96, this clause is superseded by C0701D.

Remarks: Use the following clause in both competitive and non-competitive fixed-time rate contracts to provide for the verification of time for acceptability and accuracy of recording.

C0701D (30/10/96) Time Verification

Time charged and the accuracy of the Contractor's time recording system may be verified by Canada's representatives before or after payment is made to the Contractor under the terms and conditions of the Contract. If verification is done after payment, the Contractor agrees to repay any overpayment immediately upon demand by Canada.

C0702D (01/06/91) Submission

Effective 30/10/96, this clause is superseded by C0708D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause with the appropriate travel and living expense clause.

C0703T (30/10/96) Price, Engineering Services

The prices quoted do not include the service of the Contractor's engineer for supervising the installation of the equipment or for making the necessary adjustments to same after installation by others. Such services, if required, will be provided at a standard rate of \$_____ per engineer per day plus travel and living expenses reasonably and properly incurred in carrying out this Work, if such services are required outside of the place of manufacture.

C - PRICE

C0703T (01/06/91) Price, Engineering Services

Effective 30/10/96, this clause is superseded by C0703T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. The following clause is used in marine requirements. Enter fill-in data after clause number. Use this clause with the appropriate travel and living expense clause.

C0704C (30/10/96) Price, Field Services

Services of field service representatives for installation of machinery in ship and attendance at dock and sea trials shall be furnished by the Contractor at a rate of \$_____ per person per day, plus travel and living expenses reasonably and properly incurred.

C0704C (01/06/91) Price, Field Services

Effective 30/10/96, this clause is superseded by C0704C.

Remarks: Use the following clause in all "Limitation of Expenditure" and "Ceiling Price" contracts awarded to contractors other than Canadian universities, affiliated institutions, and colleges when the Contractor's time-keeping system, hours charged, direct expenses, and rate certification are subject to discretionary audit.

C0705C (15/06/98) Audit

1. The following are subject to government audit before or after payment is made:
 - (a) Amounts claimed under the terms and conditions of the Contract, as computed in accordance with the Basis of Payment, including time charged and salaries paid for labour charges based on salaries times a firm negotiated multiplier.

C - PRICE

- (b) The accuracy of the Contractor's time recording system.
 - (c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of such audit would be to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the aforementioned prices, time rates or multipliers, and received during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier certification (s).
 - (d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit would be to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.
2. Any payments made pending completion of the audit shall be regarded as interim payments only and shall be adjusted to the extent necessary to reflect the results of the audit. If there has been any overpayment, it shall be refunded promptly to Canada.
-

C0705C (03/02/97) Audit

Effective 15/06/98, this clause is superseded by C0705C.

C0706D (01/06/91) Reporting

This clause is cancelled effective 30/10/96.

C - PRICE

C0707D (01/08/92) **Estimated Hours of Service**

Effective 01/12/92, this clause is superseded by M3011D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. The following clause is mandatory in Aerospace, Marine and Electronic Systems Sector contracts/standing offers and supply arrangements with a fixed time rate component when the Department of Public Works and Government Services is responsible for verifying the time charged.

C0708D (16/02/98) **Submission**

The Contractor shall prepare and submit to the Contracting Authority with the final billing, details of the actual time taken in performance of the _____ (Contract, Standing Offer or Supply Arrangement). This submission shall be signed and certified by the Contractor's financial officer.

C0708D (30/06/95) **Submission**

Effective 16/02/98, this clause is superseded by C0708D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. The following clause is mandatory in Aerospace, Marine and Electronics Systems Sector contracts/standing offers/supply arrangements with a fixed time rate component when the client is responsible for verifying the time charged.

C0709D (30/06/95) **Client - Time Verification**

Verification for acceptability of the time charged by the Contractor is the responsibility of the _____ (Department or identified users specified herein) who will ensure that the amount of time charged by the Contractor is acceptable for the Work performed.

C - PRICE

C0900D (01/06/91) Basis of Payment

Firm monthly rates for rental and firm charges per specified number of copies for maintenance (covering all parts, labour, preventive and remedial maintenance), payable each month in arrears. Customs duty included where applicable.

C0901D (01/06/91) Rental - Fixed Monthly Rate

Prices are to be quoted on a straight-line basis, i.e. fixed monthly rental rate (not to include copies) and a fixed cost per copy (meter click) charge for each model of equipment offered using the average monthly volume.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

C0902D (15/09/97) Unscheduled Work

The Contractor will be paid for unscheduled work arising, as authorized by the Minister, calculated in the following manner:

"Number of hours (to be negotiated) X \$_____, being your firm hourly charge-out rate for labour which includes overhead and profit, plus net laid-down cost of materials to which shall be added mark-up of 10 percent, plus Goods and Services Tax or Harmonized Sales Tax, as applicable calculated at _____ percent of the total cost of material and labour. The firm hourly charge-out rate and the material mark-up will remain firm for the duration of the Contract and any subsequent amendments thereto."

C0902D (01/06/91) Unscheduled Work

Effective 15/09/97, this clause is superseded by C0902D.

C - PRICE

C0903D (01/06/91) Unscheduled Work, Authorization of

Effective 15/09/97, this clause is superseded by B5007D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

C0904D (15/09/97) Amendment to Contract

1. To incorporate unscheduled work arising in accordance with DSS-MAS 1379, Work Arising or New Work, serial nos. ____ to ____ (+\$____).
2. To credit deletion from the known work as authorized by DSS-MAS 1379, Work Arising or New Work, serial nos. ____ to ____ (-\$____).

TOTAL CONTRACT PRICE: \$____

Unscheduled Work Authorized: \$____

Less Credits: \$____

Total Contract Price (Goods and Services Tax extra or Harmonized Sales Tax extra, as appropriate):
\$____

3. Delivery and completion of Work, delete ____ (date) and substitute ____ (date).
-

C0904D (30/10/96) Amendment to Contract

Effective 15/09/97, this clause is superseded by C0904D.

C0906D (01/06/91) Hovercraft - Pricing

This clause is cancelled effective 01/12/92.

C - PRICE

C1000C (01/06/91) Price to be negotiated

This clause is cancelled effective 30/10/96.

C1001C (01/06/91) Price to be Negotiated, Progress payment

This clause is cancelled effective 30/10/96.

C1002C (01/06/91) Price to be Negotiated - Other

This clause is cancelled effective 30/10/96.

C1003C (01/06/91) Price

This clause is cancelled effective 30/10/96.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in ceiling price contracts involving one item or one group of items.

C1200C (30/10/96) Ceiling Price

The price specified is a ceiling price, and is subject to adjustment downward so as not to exceed the actual cost incurred computed in accordance with Contract Cost Principles, DSS-MAS 1031-2, as established by government audit, plus a profit of _____ percent of such cost, and upon completion of the audit, the price

C - PRICE

shall be adjusted as aforesaid, and if there has been any overpayment it shall be promptly refunded to Canada.

C1200C (01/06/91) Price Ceiling - Single Item/Group

Effective 30/10/96, this clause is superseded by C1200C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in ceiling price contracts involving one item or groups of items.

C1201C (30/10/96) Price Ceiling - Item/Group of Items

The prices specified are ceiling prices and are subject to adjustment downward so as not to exceed the actual cost incurred, computed in accordance with Contract Cost Principles, DSS-MAS 1031-2, as established by government audit, plus a profit of _____ percent of such cost. On completion of the audit, the prices shall be adjusted accordingly, and if there has been any overpayment, the Contractor shall promptly refund the overpayment to Canada. The Contractor shall segregate costs for each item or group of items for which a ceiling price has been established so that the costs of each such item or group of items may be determined.

C1201C (01/06/91) Price Ceiling - Multiple Items/Groups

Effective 30/10/96, this clause is superseded by C1201C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in ceiling price contracts with any of the following bases of payment:

- (a) fixed time/unit rate(s);

C - PRICE

- (b) labour based on payroll cost and/or annual salary times a firm multiplier;
- (c) (a) and/or (b) above plus cost-reimbursable elements (and firm price elements and/or fee, if applicable);
- (d) interim rate situations where the intention is to ultimately negotiate a basis of payment in accordance with (a), (b) or (c) above.

Financial limitation clause C6000C is also to be used.

Note: The clause is not to be used where the basis of payment is audited costs in accordance with Contract Cost Principles, DSS-MAS 1031-2. (See clauses C1200C and C1201C.)

C1202C (15/06/98) Price Ceiling

The price specified of \$ _____ for the Work is a ceiling price and is subject to downward adjustment so as not to exceed the actual charges and costs reasonably incurred in the performance of the Work and computed in accordance with the basis of payment. The requirements of the Statement of Work shall be completed in accordance with the terms and conditions of the Contract and subject to the ceiling price. No additional funds shall be payable.

C1202C (30/10/96) Price Ceiling

Effective 15/06/98, this clause is superseded by C1202C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in contracts where the contractor is allowed to charge its actual costs in accordance with Contract Cost Principles, DSS-MAS 1031-2, subject to mandatory audit. Do not, however, utilize this clause in Price To Be Negotiated situations.

C1203C (30/10/96) Basis of Payment

Subject as hereinafter provided, the Contractor will be paid the cost reasonably and properly incurred in the performance of the Work, determined by audit by Canada in accordance with Contract Cost Principles, DSS-MAS 1031-2, plus a fixed profit of _____ percent of the cost as determined by audit. The results and findings of Canada's audit shall be conclusive.

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C1203C **(01/07/91)** **Basis of Payment**

Effective 30/10/96, this clause is superseded by C1203C.

C1204C **(01/06/91)** **Price (Ceiling)**

Effective 30/10/96, this clause is superseded by C1202C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in "Ceiling Price" type contracts which include the Basis of Payment as an annex.

C1205C **(15/06/98)** **Basis of Payment - Ceiling Price**

The Contractor will be paid its costs reasonably and properly incurred in the performance of the Work to a ceiling price, in accordance with Annex "____" attached hereto and forming part of this Contract.

C1205C **(01/06/91)** **Basis of Payment - Ceiling Price**

Effective 15/06/98, this clause is superseded by C1205C.

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Remarks: Use the following clause when foreign bids may be received and with A0221T.

C2000D (16/02/98) Taxes - Foreign Suppliers

Unless otherwise specified in the Contract, the price herein includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. Such price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, furnish the Contractor with a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations. Canada undertakes to supply the Contractor with such evidence of export as may, from time to time, be properly requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor is compelled to pay such federal excise tax, Canada shall reimburse the Contractor therefor, provided, however, that the Contractor will thereafter take such steps as Canada may require in an effort to recover such payment, and shall refund to Canada any amount so recovered.

C2000D (31/03/95) Taxes - U.S. Suppliers

Effective 16/02/98, this clause is superseded by C2000D.

C2000T (01/06/91) Taxes - U.S.

Effective 31/03/95, this clause is superseded by C2000D.

Remarks: Use the following clause if C2901T was used.

C2001C (12/05/00) Drawback Certificate

It is certified that this Contract was placed on the basis that the Contractor had excluded from the Contract Price all customs duties and taxes which were or might be required to be paid on imported goods used in the manufacture of the stores the Contractor has agreed to supply. Accordingly, all rights to drawback accruing in this connection under regulations established by Canada Customs and Revenue Agency - Customs and Excise are hereby waived to the Contractor when the manufactured stores have been exported (or supplied to the Minister's satisfaction in Canada).

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C2001C (15/06/98) Drawback Certificate

Effective 12/05/00, this clause is superseded by C2001C.

Remarks: Use this clause in contracts with suppliers located in California when title is not to be taken by Canada until delivery. This clause is to be used in conjunction with clauses D4003C and K9010C.

C2002C (29/10/93) Foreign Tax Disclosure

The Contractor shall promptly inform the Contracting Authority of all customs duties and of all Sales, Consumption, Use, Excise, Personal Property or other such taxes which the Contractor either proposes to pay or not to pay, and shall carry out any instructions which the Contracting Authority may give in respect of payment or non-payment of such taxes.

C2200C (01/06/91) Goods and Services Tax

This clause is cancelled effective 31/03/95.

C2201C (01/06/91) Goods and Services Tax

This clause is cancelled effective 31/03/95.

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C2202D (01/06/91) Tax

Effective 15/12/95, this clause is superseded by C2210D.

C2204C (01/06/91) Goods and Services Tax

Effective 15/09/97, this clause is superseded by C2215D.

C2204T (01/06/91) Goods and Services Tax

Effective 15/09/97, this clause is superseded by C2215D.

C2205C (31/01/92) Goods and Services Tax

This clause is cancelled effective 31/03/95.

C2206T (31/01/92) Goods and Services Tax

Effective 01/12/92, this clause is superseded by M3008T.

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C2207D (31/01/92) Goods and Services Tax

Effective 01/12/92, this clause is superseded by M3009D.

C2208D (12/05/00) Air Transportation Tax

When aircraft greater than 18,000 pounds maximum authorized take-off weight on wheels are chartered it is the Carrier's responsibility to collect Air Transportation Tax for all passengers, and to remit it to Canada Customs and Revenue Agency.

C2208D (31/01/92) Air Transportation Tax

Effective 12/05/00, this clause is superseded by C2208D.

C2209D (01/08/92) GST

Effective 01/12/92, this clause is superseded by M3012D.

C2210D (15/12/95) Goods and Services Tax (GST)

Effective 15/09/97, this clause is superseded by C2215D.

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Remarks: For contracts with delivery after the implementation date, procurement officers shall consider the "Goods and Services Tax" replaced by the "Harmonized Sales Tax", where the location of the contract is in the provinces of Nova Scotia, New Brunswick or Newfoundland and Labrador.

C2215D (12/05/00) GST/HST

All prices and amounts of money in the Contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.

The estimated GST or HST is included in the total estimated cost. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Customs and Revenue Agency any amounts of GST and HST paid or due.

C2215D (15/09/97) GST/HST

Effective 12/05/00, this clause is superseded by C2215D.

C2500C (01/08/92) Provincial Sales Tax

This clause is cancelled effective 12/05/00.

C2500C (01/06/91) Provincial Sales Tax

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C2501D (01/06/91) Taxes - Tobacco

Effective 01/12/92, this clause is superseded by M3014D.

C2502D (01/06/91) Sales Tax

Effective 30/10/96, this clause is superseded by C2500C.

C2503D (01/06/91) Sales Tax

This clause is cancelled effective 30/10/96.

C2504D (01/06/91) Sales Tax

This clause is cancelled effective 30/10/96.

C2505D (01/06/91) Liquified Petroleum Gas

Provincial fuel tax rates on propane or butane, if not for use as motive fuel, are not applicable and should be deleted from the above pricing.

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Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause if C2600T was used.

C2600C (30/10/96) Customs Duty - Aircraft

Items _____, as stated by the Department of National Defence, are for use in aircraft and/or airborne aircraft equipment. Canadian customs duty is not included in the Contract Price. If exigible, customs duty is extra and will be paid by the Contractor who will be reimbursed the amount of duty paid plus sales tax paid on importation, upon submission of an invoice supported by customs documents.

C2600C (01/06/91) Customs Duty - Aircraft

Effective 30/10/96, this clause is superseded by C2600C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in bid solicitations for airborne aircraft equipment. Use C2600C in the contract.

C2600T (01/06/91) Customs Duty - Aircraft

Items _____, as stated by the Department of National Defence, are for use in aircraft and/or airborne aircraft equipment; therefore, the prices quoted do not include customs duty.

C2601C (01/05/93) Customs Duty - Defence

Effective 29/10/93, this clause is superseded by C2601D.

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Remarks: When the contractor is the importer, use the following clause in bid solicitations and contracts for defence supplies valued at C\$250,000 or more where the item or components of the item are imported under the *Customs Tariff* respecting the remission of customs duties. Contracting officers should request prices with customs duty identified as a separate item.

C2601D (12/05/00) Customs Duty - Defence

1. As the goods to be supplied under the Contract are defence supplies, customs duties on importation to Canada may be remitted under the Tariff Item number 9982.00.00 of the Schedule to the *Customs Tariff*.
 2. Remission of customs duty payable may be granted under the Tariff Item number 9982.00.00 when the total contract value of the defence supplies is C\$250,000 or more. This reflects the import value of the goods plus the duty that would be applicable in the absence of the *Customs Tariff*.
 3. The Contractor will be responsible for pre-arranging remission on importation or for paying customs duties on importation and applying to Canada Customs and Revenue Agency for a refund. The importer is responsible for applying to Department of Public Works and Government Services in good time for the certification required by the *Customs Tariff*.
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C2601D (15/06/98) Customs Duty - Defence

Effective 12/05/00, this clause is superseded by C2601D.

Remarks: Use the following clause in purchase documents when the National Research Council of Canada claims exemption of customs duty for the importation of goods under the *Customs Tariff*.

C2602D (21/06/99) Customs Duty - NRC

The goods described herein constitute apparatus, utensils, instruments and parts thereof, other than glassware and are for use directly in research by the National Research Council of Canada. They are therefore exempt from customs duty. (Tariff Item 9988.00.00 and Customs ruling No. 153418 dated 15 September 1998 refer).

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C2602D (01/06/91) Customs Duty - NRC

Effective 21/06/99, this clause is superseded by C2602D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. The following clause must be used in purchase documents when a customer, other than the National Research Council, claims exemption of customs duty for goods imported under Annex Code 1760. The goods have to be used in teaching, research or other specified use. Indicate the end-use and the authority number.

C2603D (30/10/96) Customs Duty

The goods described herein are of a class or kind enumerated in *Customs Tariff*, Schedule II, Annex Code 1760, and are therefore exempt from customs duty. The goods are for use directly in _____ by _____ (Authority No. _____). The Contractor certifies that the prices quoted herein do not contain any amount representing customs duty.

C2603D (01/06/91) Customs Duty

Effective 30/10/96, this clause is superseded by C2603D.

Remarks: Use the following clause for bid solicitations/contracts involving the services of a non-resident when it is anticipated that the non-resident may be required to import tools, equipment or spare parts to perform the services in Canada.

C2604D (15/09/97) Customs Duty, Excise Taxes and GST

The Contractor is responsible for customs clearance of any tools, equipment or spare parts imported into Canada by its own employees or by those of a subcontractor for use in performing the Contract, and shall be responsible for any customs duty, excise taxes and Goods and Services Tax or Harmonized Sales Tax assessed by the customs officials.

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C2604D (30/10/96) Customs Duty, Excise Taxes and GST

Effective 15/09/97, this clause is superseded by C2604D.

Remarks: Use the following clause when contracting directly with foreign suppliers who are not responsible for importations into Canada.

C2605D (30/10/96) Canadian Customs Duty and Sales Tax

Canadian customs duty and sales tax, if applicable, are extra to the Contract Price and payable by the consignee.

C2605D (01/06/91) Canadian Customs Duty, GST and Exc. Taxes

Effective 30/01/96, this clause is superseded by C2605D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

C2606D (01/06/91) Duty and Excise Taxes Exempt

Canadian customs duty and excise taxes are not applicable to these stores. They are of a class or kind classed as exempt from such taxes under *Customs Tariff* Item No. _____.

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Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

C2607D (30/10/96) Customs Exemption Certificate

Exemption certificates for importation under *Customs Tariff* Item No. _____ are to be obtained from _____. The request shall be made in writing and shall include the contract reference, full particulars of the equipment and the quantities involved.

C2607D (01/06/91) Customs Exemption Certificate

Effective 30/10/96, this clause is superseded by C2607D.

Remarks: Use this clause in contracts when the Department of National Defence is to be the importer.

C2608D (12/05/00) Canadian Customs Documentation

GENERAL

1. The Contractor shall provide one (1) copy of the Canada Customs Invoice (CCI) for all shipments when Department of National Defence (DND) is the importer. In the event that a shipment is valued at less than C\$1,600, a copy of the commercial invoice marked "*For Customs Purposes Only*" may be supplied in lieu of the CCI.
2. For shipments from the United States and/or Mexico which are of American, Mexican or Canadian origin, as defined by the North American Free Trade Agreement (NAFTA), proof of origin must be provided in the form of a NAFTA Certificate of Origin.
3. Commercial customs brokers shall not be employed to customs clear merchandise provided against any contract, unless authorized by the Director - Transportation and Movements, (DTM) 2-4-6 at NDHQ, phone: (613) 995-0834, fax: (613) 992-9921.

COMPLETION OF DOCUMENTS

4. The completed CCI must include the following information:
 - (a) complete description of the material being shipped, including the applicable export tariff number;

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- (b) value and terms of sale for each item, including value of warranty repairs and/or replacement costs;
 - (c) all contract numbers and financial codes are to be shown in Field 3;
 - (d) country of origin of goods; and
 - (e) when a NAFTA Certificate of Origin has been prepared, the description field of the CCI shall include a statement confirming that it has been completed and is attached to the CCI.
5. When completed, the NAFTA Certificate of Origin shall include an original signature and shall reference the contract number.

DISTRIBUTION OF DOCUMENTS

6. The Contractor shall attach the following to shipping container No. 1 of all shipments using a waterproof envelope marked "*Canada Customs Documentation*":
- (a) one (1) copy of the CCI or one (1) copy of the commercial invoice as applicable, and;
 - (b) one (1) copy of the NAFTA Certificate of Origin (if applicable).
7. A copy of each of the above-mentioned forms shall also be attached to the shipping documents.

C2608D (15/06/98) Canadian Customs Documentation

Effective 12/05/00, this clause is superseded by C2608D.

C2609C (01/06/91) Customs Documents

Effective 01/05/96, this clause is superseded by C2608D.

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Remarks: When the Department of National Defence is the importer, use the following clause in bid solicitations and contracts for defence supplies valued at C\$250,000 or more where the item or components of the item are imported under the *Customs Tariff* respecting the remission of customs duties. Contracting officers should request prices with customs duty identified as a separate item.

C2610D (12/05/00) Customs Duty - Defence

1. As the goods to be supplied under the Contract are defence supplies, customs duties on importation to Canada may be remitted under the Tariff Item number 9982.00.00 of the Schedule to the *Customs Tariff*.
 2. Remission of customs duty payable may be granted under the Tariff Item 9982.00.00 when the total contract value of the defence supplies is C\$250,000 or more. This reflects the import value of the goods plus the duty that would be applicable in the absence of the *Customs Tariff*.
 3. The Department of National Defence will be responsible for prearranging remission on importation or for paying customs duties on importation and applying to Canada Customs and Revenue Agency for a refund. The importer is responsible for applying to Department of Public Works and Government Services in good time for the certification required by the *Customs Tariff*.
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C2610D (15/06/98) Customs Duty - Defence

Effective 12/05/00, this clause is superseded by C2610D.

Remarks: Use the following clause in Canadian defence contracts placed directly with U.S. contractors, for goods to be used directly in defence activities.

NOTE: A threshold of US\$25,000 has been introduced in the DPAS (U.S. Defence Priorities and Allocations System) regulations, stating that for contracts under this value, "use of a priority rating is optional, provided that delivery of the needed items can be obtained in a timely fashion without the use of a priority rating."

For further information, refer to *Supply Manual*, procedure 6B.196.

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C2800C (10/12/01) Priority Rating

Canada is a participant in the U.S. Defence Priorities and Allocations System and this defence contract is eligible for a Priority Rating. The Central Allocations and Defence Priorities Allocations Officer, Public Works and Government Services Canada, shall advise the Contractor as to the appropriate priority rating within sixty (60) days of the date of this Contract.

C2800C (30/10/96) Priority Rating

Effective 10/12/01, this clause is superseded by C2800C.

Remarks: Use the following clause in Canadian defence contracts with Canadian contractors for the provision of goods to be directly used in Canadian defence activities.

NOTE: A threshold of US\$25,000 has been introduced in the DPAS (U.S. Defence Priorities and Allocations System) regulations, stating that for contracts under this value, "use of a priority rating is optional, provided that delivery of the needed items can be obtained in a timely fashion without the use of a priority rating."

For further information, refer to *Supply Manual*, procedure 6B.196.

C2801C (10/12/01) Priority Rating - Canadian Contractors

1. This Contract concerns a Canadian defence requirement and therefore is eligible to be assigned a "U.S. Priority Rating" for any materials/services imported from the United States which may be required in the performance of the Work. Accordingly, the Contractor shall:
 - (a) make an application to the Central Allocations and Defence Priorities Officer, Public Works and Government Services Canada (PWGSC), Hull, Quebec K1A 0S5, in the event that any materials/services are to be imported from the United States for the performance of the Work; and
 - (b) include this clause in subcontracts with Canadian suppliers, and quote the PWGSC Contract number therein.
2. Failure to take the above actions may jeopardize the Contractor's delivery commitments. Therefore, the Contractor assumes sole responsibility for any breach of this Contract that arises from such a failure.

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C2801C (03/02/97) **Priority Rating - Canadian Contractors**

Effective 10/12/01, this clause is superseded by C2801C.

C2900C (01/06/91) **Withholding Tax of 15 Percent**

Effective 15/12/95, this clause is superseded by C2900D.

Remarks: Use the following clause for service contracts with non-resident contractors where the services will be performed in Canada. (Refer to the Supply Manual, procedure 6D.430).

C2900D (01/12/00) **Tax Withholding of 15 Percent**

The Contractor agrees that, pursuant to the provisions of the *Income Tax Act*, Canada is empowered to withhold an amount of 15 percent of the price to be paid to the Contractor, if the Contractor is a non-resident contractor as defined in said Act. This amount will be held on account with respect to any liability for taxes which may be owed to Canada.

C2900D (03/02/97) **Tax Withholding of 15 Percent**

Effective 01/12/00, this clause is superseded by C2900D.

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Remarks: Use the following clause in bid solicitations when goods are being purchased for export. Use clause C2001C in the contract.

C2901T (12/05/00) Taxes and Duties, Changes to

As these goods are for export, the Bidder certifies that the prices quoted herein do not contain any element representing refundable taxes or customs duties paid upon the import of materials, parts and components incorporated in such goods.

Canada will provide a Drawback Certificate which will enable the Contractor to claim customs drawback from Canada Customs and Revenue Agency.

C2901T (30/10/96) Taxes and Duties, Changes to

Effective 12/05/00, this clause is superseded by C2901T.

Remarks: Use the following clause in contracts when DSS-MAS 1053, Universities and Other Institutions, is incorporated into the contract.

C2902C (15/06/98) Taxes and Duties, Changes to

Where there is a change in a rate of tax or duty, imposed under any federal legislation after the date of entry into the Contract, which affects the cost to the Contractor of the Work, the Contract Price shall be adjusted by the Minister to reflect the increase or decrease in the cost.

C2902C (01/06/91) Taxes and Duties, Changes to

Effective 15/06/98, this clause is superseded by C2902C.

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C3000T (01/06/91) Foreign Exchange Fluctuations

This clause is cancelled effective 01/08/92.

C3001T (01/06/91) Foreign Exchange Adjustments

This clause is cancelled effective 01/08/92.

C3002C (01/06/91) Foreign Exchange Fluctuations

This clause is cancelled effective 01/08/92.

C3003C (01/06/91) Foreign Exchange Fluctuations

This clause is cancelled effective 01/08/92.

C3004C (01/06/91) Foreign Exchange Fluctuations

This clause is cancelled effective 01/08/92.

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C3005C (01/06/91) Foreign Exchange Fluctuations

This clause is cancelled effective 01/08/92.

C3006D (01/06/91) Foreign Exchange Fluctuations

This clause is cancelled effective 01/08/92.

C3007C (01/06/91) Exchange Rate

This clause is cancelled effective 01/08/92.

Remarks: Use the following clause in bid solicitations where either exchange rate fluctuations or foreign currency considerations are expected to be an issue. Examples are: the likelihood of a significant foreign currency component; bids from foreign suppliers received in a foreign currency; and, volatility in currency markets might be a serious disincentive to competition. This clause should not be used in cost reimbursable contracts.

C3010T (13/12/02) Exchange Rate Fluctuations

1. Unless otherwise specified, bids shall be sought in Canadian currency.
2. The bidder may request Canada to assume the risk for exchange rate fluctuation. This option must be specifically requested at time of bidding.
3. The foreign currency component is defined as the element of the price which will be directly affected by exchange rate fluctuations. It could include the net price FOB foreign manufacturer's plant, costs associated with applicable duty, excise tax, Goods and Services Tax and/or Harmonized Sales Tax, entry fees, transportation costs or delivery charges payable in a foreign currency and any other

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charges associated with being the importer of record if they originated from and are required to be paid in a foreign currency.

4. The value in foreign funds of the foreign currency component of the bid or negotiated price **should be attached to the bid response, and in any event, must be identified prior to contract award.** Form PWGSC-TPSGC 9411, Claim for Exchange Rate Adjustments (<http://www.pwgsc.gc.ca/sos/corporate/forms-e.html>), may be used for this purpose. If milestone payments are proposed, it is recommended that form PWGSC-TPSGC 9411 shows or reflects the foreign currency component associated with each milestone event.
5. All bids are evaluated in Canadian currency. Therefore, for evaluation purposes, the rate quoted by the Bank of Canada as being in effect on date of bid closing, or such other date as may be specified in the bid solicitation, shall be applied as the initial conversion factor for the specified currency. (Column 3 of PWGSC-TPSGC 9411 shall be completed by Public Works and Government Services Canada's Contracting Authority.)
6. Rates proposed by bidders will not be accepted for the purposes of this exchange rate adjustment provision.
7. If there are two (2) identical bids, and provided that the bid selected would still be considered the most advantageous to Canada, preference will be given to the Bidder who assumes all or part of the exchange rate adjustment risk, over a Bidder who does not assume any of this risk. Further, preference will be given to the Bidder who assumes all of the exchange rate adjustment risk, over a bidder who assumes only part of this risk.
8. Canada shall pay exchange rate adjustment amounts in Canadian currency using the prevailing rate on the date of payment by the government or in accordance with the provisions, as applicable, of: C3015C, Exchange Rate/Payment on delivery; C3020C, Exchange Rate/Milestone Payment, C3025C, Exchange Rate/Actual Costs, or C3030C, Exchange Rate/Progress Claim.

C3010T (15/06/98) Exchange Rate Fluctuations

Effective 13/12/02, this clause is superseded by C3010T.

Remarks: Use this clause when exchange rate fluctuation will not be considered. Contracting officers should use this clause when C3010T, Exchange Rate Fluctuation, is not used.

Note: For additional information refer to the Supply Manual, procedure 6C.313, Exchange Rate Fluctuation.

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C3011T (01/12/00) Exchange Rate Fluctuation

Exchange rate fluctuation protection is not offered for this requirement. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

C3011T (01/05/96) Exchange Rate Fluctuation

Effective 01/12/00, this clause is superseded by C3011T.

Remarks: Use the following clause in firm price contracts which have an exchange rate fluctuation provision where the method of payment provides for the standard 30-day payment period and delivery is an FOB point in Canada.

C3015C (13/12/02) Exchange Rate/Payment on Delivery

1. The price(s) in Canadian funds include(s) foreign currency component(s) in respect of goods and/or services originating outside Canada as detailed in form PWGSC-TPSGC 9411, Claim for Exchange Rate Adjustments (<http://www.pwgsc.gc.ca/sos/corporate/forms-e.html>), which is attached hereto and forms part of this Contract.
 2. The price(s) is(are) subject to adjustment to reflect the exchange rate in effect, and applied by Canada Customs and Revenue Agency (CCRA), on the date(s) of importation, but only in respect of the foreign currency component detailed in form PWGSC-TPSGC 9411.
 3. No price adjustment directly resulting from the application of the provisions contained in this clause will be applied for increases or decreases in the exchange rate within a variation of: plus or minus 2 percent of the aforementioned exchange rate factor; or plus or minus \$100 of the total cumulative amount claimed for exchange rate adjustment under the Contract.
 4. On each invoice submitted against the Contract, the Contractor will show the exchange rate adjustment amount (either upward, downward or no change) as a separate item on the invoice. In addition, the invoice shall be accompanied by a copy of the CCRA Temporary Admission Permit, Form E29B, for the imported item(s).
 5. The Minister shall have the right to audit any revision to costs and prices under this clause.
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C3015C (01/12/92) Exchange Rate/Payment on Delivery

Effective 13/12/02, this clause is superseded by C3015C.

Remarks: Use the following clause in firm price contracts subject to exchange rate adjustment where the method of payment provides for milestone payments and where the goods and services originating from a foreign source of supply become payable upon delivery or accomplishment FOB foreign plant. It is recommended that form PWGSC-TPSGC 9411, Claim for Exchange Rate Adjustments, show or reflect the foreign currency component associated with each milestone event and payment.

C3020C (13/12/02) Exchange Rate/Milestone Payment

1. The price(s) in Canadian funds include(s) foreign currency component(s) in respect of goods and/or services originating outside Canada as detailed on form PWGSC-TPSGC 9411, Claim for Exchange Rate Adjustments, (<http://www.pwgsc.gc.ca/sos/corporate/forms-e.html>) which is attached hereto and forms part of this Contract. In the event that one or more of the milestones involve a foreign currency component which becomes due and payable on that particular milestone, a separate form PWGSC-TPSGC 9411 shall accompany the invoice for each applicable milestone.
2. Where a milestone payable includes the importation of goods into Canada, the exchange rate used to calculate the exchange rate adjustment shall be the rate applied by Canada Customs and Revenue Agency (CCRA) on the date of importation. For a milestone that does not involve the importation of goods, but still includes a foreign currency component, the exchange rate used to calculate the exchange rate adjustment shall be the Bank of Canada noon-day exchange rate in effect on the date when the milestone became due and payable.
3. No price adjustment directly resulting from the provisions contained in this clause will be applied for increases or decreases in the exchange rate factor within a variation of: plus or minus 2 percent of the aforementioned exchange rate(s); or plus or minus \$100 of the total cumulative amount claimed for exchange rate adjustment under the Contract.
4. On each invoice (or milestone claim form) submitted against the Contract, the Contractor will show the exchange rate adjustment amount (either upward, downward or no change) as a separate item on the invoice or milestone payment claim form. In the event of delivery, the invoice (or milestone payment claim form) shall be accompanied by a copy of the CCRA Temporary Admission Permit, Form E29B. Where the items have not been imported, the Contractor must show evidence, satisfactory to the Minister, that the amount claimed is due and payable in foreign funds by the Contractor.
5. The Minister shall have the right to audit any revision to costs and prices under this clause.

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C3020C (01/12/92) Exchange Rate/Milestone Payment

Effective 13/12/02, this clause is superseded by C3020C.

Remarks: Use the following clause in contracts where the basis of payment for exchange rate adjustment is based on "**Actual Costs Incurred**". The method of payment may be any one of: payment on delivery, milestone or progress claim and payment. A key requirement of this clause is that the Contractor must show or present evidence of payment when submitting its claim for exchange rate adjustment to the Crown.

C3025C (01/12/92) Exchange Rate/Actual Costs

1. The price shall be adjusted either upwards or downwards to reflect the actual costs incurred associated with the actual rate obtained by you when remitting payment to the foreign subcontractor or supplier for the item in question.
 2. On each invoice (or progress claim form) submitted against the Contract, the Contractor will show the cost of the foreign funds or exchange rate adjustment amount (either upward, downward or no change) as a separate item on the invoice (or progress claim form) and provide appropriate documentation showing evidence of payment for the items included in the invoiced amount.
 3. The Minister shall have the right to audit any revision to costs under this clause.
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C3025C (01/08/92) Actual Costs Incurred

Effective 01/12/92, this clause is superseded by C3025C.

C - PRICE

Remarks: Use the following clause in firm price contracts subject to exchange rate fluctuation where the method of payment provides for "**cost incurred**" progress payments only and where items include a foreign currency component which has been paid for by the Contractor.

C3030C (13/12/02) Exchange Rate/Progress Claim

1. The price(s) in Canadian funds include(s) foreign currency component(s) in respect of goods and/or services originating outside Canada as detailed in form PWGSC-TPSGC 9411, Claim for Exchange Rate Adjustments, (<http://www.pwgsc.gc.ca/sos/corporate/forms-e.html>) which is attached hereto and forms part of this Contract.
2. The price shall be adjusted either upwards or downwards to reflect the actual costs incurred associated with the actual rate obtained by the Contractor when remitting payment to the foreign subcontractor or supplier for the item in question.
3. On each progress claim form submitted against the Contract, the Contractor will show the cost of the foreign funds or exchange rate adjustment amount (either upward, downward or no change) as a separate item on the claim form and provide appropriate documentation showing evidence of payment to the foreign subcontractor or supplier for the items included in the claimed amount.
4. The Minister shall have the right to audit any revision to costs under this clause.

C3030C (01/12/92) Exchange Rate/Progress Claim

Effective 13/12/02, this clause is superseded by C3030C.

C3500C (01/06/91) Escalation, Labour/Material

This clause is cancelled effective 30/10/96.

C - PRICE

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

C3501D (01/06/91) Escalation Conditions

1. The net prices quoted herein are subject to revision upwards or downwards to cover changes in costs as they occur after _____ in the following elements.
 - (a) Changes due to increases in products which are a direct result of increased cost imposed by the petroleum producer of the source of the product. All increases must be supported by a copy of the supplier's Notification of Price Increase from the petroleum producer.
 - (b) Imposition of any new or changes to any existing levies, tariffs or fees of whatsoever nature applicable to any product, authorized, imposed or agreed to after _____ by the Government of Canada or any provincial government or by any Governmental Regulatory Authority.
-

C3502D (01/05/96) Escalation for Mills

1. The price of paper, as indicated in this Contract, is subject to fluctuation, as provided by the following, in the event the Contractor's Published Price List varies between the date of this Contract and the date of first shipment.
 2. In the event such a fluctuation is envisaged by the Contractor, the latter shall provide to the Contracting Authority written notice thereof, along with a copy of its proposed Published Price List, at least twenty (20) days prior to the date of first delivery.
 3. Canada has the sole right to either accept the proposed price change, or to refuse the change. Refusal implies that the Contract is ipso facto annulled "ab initio" (retroactively, as if it never had existed), with no costs or liabilities to any party. The right of Canada shall be exercised in writing, be sent to the Contractor within ten (10) days of receipt of the Contractor's notice of price fluctuation, regardless if some or all paper has then been delivered. In the case of refusal, and if some paper has been delivered, all unused paper shall be returned to the Contractor, at Canada's cost, and used paper shall be paid for at the new published price.
 4. Acceptance of the price fluctuation will be evidenced by a contract amendment. Until such an amendment is issued, prices are not to be invoiced at a different rate than the rate stated in this Contract.
-

C - PRICE

C3503D (01/05/96) Escalation for Distributors

1. Subject to the following provisions, a portion of the price may be increased or decreased, depending on the price variation of paper stock, between the date the Contractor submitted its bid and the date of first delivery of work.
 2. In the event of paper cost variation, the Contractor shall provide notice of increase or decrease of the price of paper used for this Contract, within ten (10) days of the date of first delivery of work, indicating the price fluctuation of paper stock, as publicly announced by at least three (3) Canadian paper mills.
 3. Canada has the sole right to either accept the proposed price change, or to refuse the change. Refusal implies that the Contract is ipso facto annulled "ab initio" (retroactively, as if it never had existed), with no costs or liabilities to any party. The right of Canada shall be exercised in writing, be sent to the Contractor within ten (10) days of receipt of the Contractor's notice of price fluctuation, regardless if some or all paper has then been delivered, all unused paper shall be returned to the Contractor, at Canada's cost, and all used paper shall be paid for at the new published price.
 4. Acceptance of the price fluctuation will be evidenced by a contract amendment. Until such an amendment is issued, prices are not to be invoiced at a different rate than the rate stated in this Contract.
-

Remarks: Use the following clause for purchase of metal where prices are not firm due to fluctuations of base prices.

C3600C (01/06/91) Escalation, Metals

The prices specified are computed on today's base prices plus extras and are subject to revision to accord with the base prices in effect at the time or respective times provided in this Contract for delivery; provided that the Contractor is not to invoice at other than the prices specified unless and until any proposed price revision is approved by the Minister and until this Contract is amended accordingly.

C3601D (01/06/91) Escalation

Prices are subject to change to reflect the actual minimum wholesale prices for milk established by provincial legislation.

C - PRICE

C3602D (01/06/91) Escalation

The price herein is to be adjusted to reflect any increases or decreases effected by the Canadian Dairy Commission in the butter support prices after the date of tender closing.

C3603D (30/10/96) Escalation

In the event that there is a change in price resulting from any regulatory action taken by the Canadian Wheat Board and/or Ontario Marketing Board, this agreement shall be subject to revision to reflect the exact cost of such increase/decrease at the time or respective times of delivery. The Supplier shall not invoice at other than the prices specified herein unless and until any proposed price revision is approved by the Contracting Authority and until this agreement is amended accordingly.

C3603D (01/06/91) Escalation

Effective 30/10/96, this clause is superseded by C3603D.

C3900T (01/06/91) Price Change, Notification of

Effective 01/12/92, this clause is superseded by M3010T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in contracts where travel and living expenses, plus profit, are to be directly charged to the contract, determined in accordance with the appropriate departmental profit policy. Refer to Annex 10.1.4: COST INTERPRETATION BULLETIN - Number 04, Travel Costs in the *Supply Manual*. Clauses are to be revised as necessary where living expenses are being recovered at per diem rates or where a firm basis of pricing is used.

C - PRICE

C4000C (30/10/96) Travel and Living Expenses

1. The Contractor will be paid for authorized reasonable and proper travel and living expenses incurred by personnel directly engaged in the performance of the Work at cost calculated in accordance with Contract Cost Principles, DSS-MAS 1031-2. In addition, the following allowance will be paid at the rate shown:

STRIKE OUT OR COMPLETE AS APPLICABLE

Administrative Overhead: _____ percent.

Profit on travel and living expenses and on administrative overhead: _____ percent.

2. All payments are subject to government audit.
-

C4000C (01/06/91) Travelling and Living Expenses

Effective 30/10/96, this clause is superseded by C4000C.

Remarks: Use the following clause in contracts where travel and living expenses at cost (with no allowance for overhead or profit) are to be directly charged to the contract. Refer to Annex 10.1.4: COST INTERPRETATION BULLETIN - Number 04, Travel Costs in the *Supply Manual*. Clauses are to be revised as necessary where living expenses are being recovered at per diem rates or where a firm basis of pricing is used.

C4001C (30/10/96) Travel and Living Expenses

The Contractor will be paid for authorized reasonable and proper travel and living expenses incurred by personnel directly engaged in the performance of the Work, at cost calculated in accordance with Contract Cost Principles, DSS-MAS 1031-2, without any allowance thereon for overhead or profit. All payments are subject to government audit.

C - PRICE

C4001C (01/06/91) Travelling and Living Expenses

Effective 30/10/96, this clause is superseded by C4001C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in contracts when a precise travel and living schedule is not included in the Statement of Work.

C4002C (30/10/96) Travel and Living Expenses

All travel outside of a radius of _____ kilometres of the immediate area must have the prior approval of the Technical Authority designated herein.

C4002C (01/06/91) Travel and Living

Effective 30/10/96, this clause is superseded by C4002C.

C4003D (01/06/91) Travel and Living Expenses

This clause is cancelled effective 30/10/96.

Remarks: Use the following clause in the Department of National Defence mobile repair party and maintenance type contracts when service transport and lodging facilities are available to the contractor. Refer to Annex 10.1.4: COST INTERPRETATION BULLETIN - Number 04, Travel Costs in the *Supply Manual*.

C - PRICE

C4004C (30/10/96) Travel and Living Expenses

Where the Contractor's personnel directly engaged in the performance of the Work wish to utilize Canada's transportation, mess and lodging facilities, the Commanding Officer of the military base will, upon request, provide the Contractor with information concerning the availability of such facilities. Any charges paid by the Contractor for the use of such facilities plus any incidental expenses incurred will be payable under this Contract, together with allowances for administrative overhead and profit at the rates specified in the Contract.

C4004C (01/06/91) Traveling and Living Expenses

Effective 30/10/96, this clause is superseded by C4004C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. This clause may be used in contracts when the Treasury Board Travel Directive will be used and when no overhead costs for travel will be allowed.

C4005C (24/05/02) Travel and Living Expenses

The Contractors will be paid for authorized reasonable and proper travel and living expenses incurred in the performance of the work, without any allowance therein for overhead or profit, and these costs which will be reimbursed in accordance with the Treasury Board Travel Directive (http://www.tbs-sct.gc.ca/travel/travel_e.html)

Estimated Cost: _____

All payments are subject to Government Audit.

All travel must have prior authorization of the _____ (*Insert name of relevant authority*).

C - PRICE

C4005C (01/08/92) Travel and Living Expenses

Effective 24/05/02, this clause is superseded by C4005C.

C4007C (31/01/92) Direct Expenses

This clause is cancelled effective 30/10/96.

C4008D (31/01/92) Direct Expenses

This clause is cancelled effective 30/10/96.

C4009C (31/01/92) Direct Expenses

This clause is cancelled effective 30/10/96.

C5000D (01/06/91) Container, Cost

Effective 30/10/96, this clause is superseded by C5002D.

C - PRICE

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause for purchases of wire and cable where reels and lags are involved.

C5001D (30/10/96) Reels and Lags - Cost

1. A deposit shall be paid on reels and lags when the material is paid for. The deposits are:

Reels	\$ _____	Types/Size _____
Lags	\$ _____	Types/Size _____
 2. The deposit is refundable in full on reels and lags that are returned to the factory freight prepaid, in good condition, and within twelve (12) months from the date of shipment.
 3. For each month over twelve (12) months, up to and including the 22nd month, a deduction of 5 percent per month shall be made from the deposit, provided the reel or lag is returned to the factory freight prepaid and in good condition.
 4. After the 22nd month, 50 percent of the deposit is refundable for a reel or lag that is returned freight prepaid and in good condition.
-

C5001D (01/06/91) Reels and Lags - Cost

Effective 30/10/96, this clause is superseded by C5001D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

C5002D (01/06/91) Container Charges

The _____ shall be charged extra at \$ _____. Credit in full shall be allowed for each _____ returned in good condition, freight prepaid to: _____

C - PRICE

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

C5003D (30/10/96) Drum Charges

Drums (205 litre) shall be charged extra at \$_____ for lights, \$_____ for heavies. Credit in full shall be allowed for each drum returned in good condition, freight prepaid to _____.

C5003D (01/06/91) Container Charges

Effective 30/10/96, this clause is superseded by C5003D.

C5100D (01/06/91) Ttransportation

This clause is cancelled effective 30/10/96.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

C5101D (30/10/96) Cylinder Charges

The Contractor-owned cylinders are loaned free of charge for a period of thirty (30) days, after which time a charge of \$_____ per cylinder per day applies. Cylinders are to be returned to the Contractor's nearest warehouse, transportation charges prepaid.

C5101D (01/06/91) Demurrage charges

Effective 30/10/96, this clause is superseded by C5101D.

C - PRICE

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

C5102D (01/06/91) Cylinders, Loss of

1. In the event of a cylinder being lost or damaged beyond repair, its value shall be deemed to be:
 - (a) Cylinders of 6 cubic metres (200 cubic feet) and OVER: \$_____ per cylinder.
 - (b) Cylinders UNDER 6 cubic metres (200 cubic feet) and OVER 2.77 cubic metres (100 cubic feet): \$_____ per cylinder.
 - (c) Cylinders UNDER 2.77 cubic metres (100 cubic feet): \$_____ per cylinder.
-

C5103D (30/10/96) Demurrage Charges

All demurrage charges, caused by the Contractor's action or omission, shall be defrayed by the Contractor at no cost to Canada.

C5103D (01/06/91) Demurrage Charges

Effective 30/10/96, this clause is superseded by C5103D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause if clause C5200T was used and where shipping instructions were obtained from the Traffic Management Directorate, that were different from what the Contractor proposed and inserted as a fill-in.

C5200C (03/02/97) Transportation Charges

Goods shall be shipped prepaid via _____, including all delivery charges to _____. Prepaid transportation charges shall be shown as a separate item on the invoice, supported by a certified copy of the prepaid transportation bill.

C - PRICE

C5200C (01/06/91) Transportation charges

Effective 03/02/97, this clause is superseded by C5200C.

Remarks: Use this clause when transportation costs are to be submitted to the Traffic Management Directorate (TMD) for analysis. For information on when these costs are to be submitted to TMD, including the list of exceptions, refer to *Supply Manual* procedure 6E.621, and for additional information on the mandatory provisions for transportation cost information, refer to procedure 7D.409.

C5200T (13/12/02) Transportation Costs Information

1. The Bidder shall provide the following information concerning transportation costs which may be incurred either by Canada or the Contractor in the delivery of the units to destination:
 - (a) shipping weight per unit;
 - (b) number of items per unit;
 - (c) cubic measurement per unit;
 - (d) freight classification;
 - (e) name of shipping point;
 - (f) name of rail carrier, if shipment is by rail; and
 - (g) recommended method of shipment and its costs.
-

C5200T (01/12/00) Transportation Costs Information

Effective 13/12/02, this clause is superseded by C5200T.

C - PRICE

Remarks: Use the following clause in all cases where the contractor is to prepay freight charges and clause C5200C is not being included.

C5201C (03/02/97) Transportation Charges

Transportation charges are to be prepaid by the Contractor and shown as a separate item on the invoice, supported by a certified copy of the prepaid transportation bill.

C5201C (01/06/91) Transportation Charges

Effective 03/02/97, this clause is superseded by C5201C.

C5202D (01/06/91) Transportation Charges

This clause is cancelled effective 30/10/96.

Remarks: Use the following clause in contractual documents where the performance of the work will involve haulage.

C5205C (13/12/02) Haulage Rates

1. The Contractor's agreement is that, for work of a haulage nature under this Contract, it will pay its subcontractors the haulage rates, minimum or maximum, as and where established by the provincial or territorial authority having jurisdiction in the geographical area where the work, the majority of the work or the largest component of the work is located. The Contractor is also subject to verification by the provincial or territorial audit authority.
2. If the said audit demonstrates that the certification is in error, it is agreed that the Contractor may be subject to sanctions.

C - PRICE

C5205C (12/05/00) Haulage Rates

Effective 13/12/02, this clause is superseded by C5205C.

Remarks: Use the following clause in bid solicitation documents where the performance of the work will involve either haulage or a federal Fair Wage Schedule forms part of the contract or both.

C5205T (13/12/02) Haulage Rates and/or Fair Wage Schedule

1. Bidders/Tenderers must comply with the federal government Haulage Rates Policy and Fair Wages and Hours of Labour Regulations where any resultant contract will have truck haulage as a component of the work to be provided or involve a federal Fair Wage Schedule.
 2. The Bidder/Tenderer certifies that it will comply with the Haulage Rates Policy and Fair Wage Schedule which require payment either directly to Contractors, or through prime Contractors to their subcontractors and their employees working on federal contracts, of either
 - (a) the haulage rates, minimum or maximum, as and where established by the provincial or territorial government in the geographical region in which the work, the majority of the work or the largest component of the work is located, or
 - (b) the Fair Wage Schedule as and where adopted or established by the federal government for the area in which the work, the majority of the work or the largest component of the work is located, or
 - (c) both.
-

C5205T (12/05/00) Haulage Rates

Effective 13/12/02, this clause is superseded by C5205T.

C - PRICE

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in contractual documents where the performance of the work will involve a fair wage schedule.

C5210C (13/12/02) Fair Wages

1. By submission of its tender, the Contractor's agreement is that, for work where a federal Fair Wage Schedule forms part of the Contract, it will pay its employees in accordance with the Fair Wages Schedule as and where established by the federal government in the geographical area where the work, the majority of the work or the largest component of the work is located. The Contractor is also subject to verification by federal government audit.
2. If the said audit demonstrates that the certification is in error, it is agreed that the Contractor may be subject to sanctions as determined by the federal government.

Remarks: Use the following clause in any firm price contracts where it is necessary to ensure against the contractor making changes or carrying out additional work without the prior approval of the Contracting Officer.

C6000C (03/02/97) Expenditure, Limitation of - Firm Price

No increase in the total liability of Canada or in the price of Work resulting from any design changes, modifications or interpretations of specifications, made by the Contractor, will be authorized or paid to the Contractor unless such changes, modifications or interpretations, have been approved, in writing, by the Contracting Authority, prior to their incorporation into the Work. The Contractor shall not be obliged to perform any work or provide any service that would cause the total liability of Canada to be exceeded, unless an increase is authorized by the Contracting Authority.

C6000C (01/06/91) Expenditure, Limitation of - Firm Price

Effective 03/02/97, this clause is superseded by C6000C.

C - PRICE

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in any contract, except firm priced contracts, where it is necessary to ensure against the contractor making changes or carrying out additional work without the prior approval of the Contracting Officer.

C6001C (15/09/97) Expenditure, Limitation - Contract

1. Canada's total liability under this contract shall not exceed \$ _____, Goods and Services Tax or Harmonized Sales Tax extra, as appropriate.
2. No increase in the total liability of Canada or in the price of Work resulting from any design changes, modifications or interpretations of specifications, made by the Contractor, will be authorized or paid to the Contractor unless such changes, modifications or interpretations, have been approved, in writing, by the Contracting Authority, prior to their incorporation into the Work. The Contractor shall not be obliged to perform any work or provide any service that would cause the total liability of Canada to be exceeded without the prior written approval of the Contracting Authority. The Contractor shall notify the Contracting Authority in writing as to the adequacy of this sum when:
 - (a) it is 75 percent committed, or
 - (b) four (4) months prior to the Contract expiry date, or
 - (c) if the Contractor considers the funds provided are inadequate for the completion of the Work,whichever comes first.
3. In the event that the notification refers to inadequate funds, the Contractor shall provide to the Contracting Authority, in writing, an estimate for the additional funds required. Provision of such notification and estimate for the additional funds does not increase Canada's liability.

C6001C (03/02/97) Expenditure, Limitation - Contract

Effective 15/09/97, this clause is superseded by C6001C.

C - PRICE

C6002C (01/06/91) Expenditure, Limitation - Fixed Time

Effective 03/02/97, this clause is superseded by C6000C.

C6003C (01/06/91) Expenditure, Limit. - Cost Reimbursable

Effective 03/02/97, this clause is superseded by C6001C.

C6004C (01/06/91) Expenditure, Limit. - Cost Reimbursable

Effective 03/02/97, this clause is superseded by C6000C.

C6005C (01/06/91) Limitation of Expenditure

Effective 03/02/97, this clause is superseded by C6001C.

C6006C (01/06/91) Financial Limitation

This clause is cancelled effective 03/02/97.

C - PRICE

C6007C (01/08/92) Limitation of Expenditure

Effective 03/02/97, this clause is superseded by C6001C.

C6008C (01/08/92) Limitation of Expenditure

Effective 01/12/92, this clause is superseded by M3013D.

C7000C (01/06/91) Canadian Content

Effective 01/08/92, this clause is superseded by C7000C.

C7000T (01/06/91) Canadian Content

This clause is cancelled effective 01/08/92.

C7001D (01/06/91) Canadian Content

This clause is cancelled effective 01/08/92.

C - PRICE

Remarks: Use the following clause for more than one item or group of items.

C9000T (01/06/91) Pricing

The Bidder is requested to submit individual prices for each item and/or destination on the understanding that if a contract is awarded as a result of this bid it may be on a lowest price per item(s) and/or destination(s) or on a lowest aggregate price basis.

C9001C (01/06/91) Certification of Invoices

This clause is cancelled effective 03/02/97.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in amendments when total contract price has been established.

C9003C (03/02/97) Finalization of Costs

The Work covered by this Contract has been completed and in accordance with the terms of the Contract. The parties agree that the total Contract Price for all of the Work is \$_____.

C9003C (01/06/91) Finalization of Costs

Effective 03/02/97, this clause is superseded by C9003C.

C - PRICE

C9004C (01/06/91) Audit/Verification

This clause is cancelled effective 30/10/96.

C9006C (01/08/92) Carrier Costs & Tarifs

Effective 03/02/97, this clause is superseded by C9006T.

C9006T (03/02/97) Costs and Tariffs

1. Bidders must include all costs/rates associated with this requirement. Any costs/rates not identified in this bid will not be considered.
 2. The National Transportation Agency require that bidders bid in accordance with their tariff filed at their premises, therefore each bidder is responsible for ensuring that its tariff conforms to the terms and conditions as set out herein.
-

D - DELIVERY, INSPECTION AND ACCEPTANCE

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. When the following clause is used, "days" may be replaced by "weeks" or "months" as appropriate, and "per week" may be replaced by "per day" or "per month" as appropriate.

D0001D (15/09/97) Delivery - Phased

The first delivery shall be made within _____ days from the date of the Contract. The quantity delivered shall be _____. The balance shall be delivered at the rate of _____ per week thereafter until completion.

D0001D (01/06/91) Delivery - Phased

Effective 15/09/97, this clause is superseded by D0001D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

D0002T (12/05/00) Delivery

While delivery is requested by _____, the best delivery we can offer is _____.

NOTE: Date of delivery will be of the essence of any resulting contract. Your attention is drawn to article 11 of General Conditions, DSS-MAS 9601.

D0002T (15/09/97) Delivery

Effective 12/05/00, this clause is superseded by D0002T.

D - DELIVERY, INSPECTION AND ACCEPTANCE

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause when samples are required. "Days" may be replaced by "weeks" or "months" as appropriate, and "per week" may be replaced by "per day" or "per month" as appropriate.

D0003D (16/02/98) Delivery, Phased - Inspection

The first delivery shall be made within _____ days from the date on which the samples have passed inspection. The quantity delivered shall be _____. The balance shall be delivered at the rate of _____ per week thereafter until completion.

D0003D (15/09/97) Delivery, Phased - Inspection

Effective 16/02/98, this clause is superseded by D0003D.

D0004T (01/06/91) Delivery - Best Possible

This clause is cancelled effective 15/09/97.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. When the following clause is used, "days" may be replaced by "weeks" or "months" as appropriate.

D0005D (15/09/97) Delivery

The Contractor shall make the complete delivery within _____ days from the date of the Contract.

D0005D (01/06/91) Delivery

Effective 15/09/97, this clause is superseded by D0005D.

D - DELIVERY, INSPECTION AND ACCEPTANCE

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause when the specified delivery date is a mandatory requirement.

D0006D (15/09/97) Delivery - Mandatory

The Contractor shall make the complete delivery by ____.

D0006D (01/06/91) Delivery

Effective 15/09/97, this clause is superseded by D0006D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

D0007D (12/05/00) Preparation for Delivery

Preparation for Delivery for item(s) __ (1) __ shall be in accordance with Canadian Forces Transportation Packaging Order - CFTPO- __ (2) __, dated __ (3) __.

The variables must be completed as follows:

- (1) - Contract Item number(s);
- (2) - CFTPO number;
- (3) - Date on the CFTPO.

D0007D (01/05/96) Preparation for Delivery

Effective 12/05/00, this clause is superseded by D0007D.

D - DELIVERY, INSPECTION AND ACCEPTANCE

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in contracts when the deliverables must arrive on or before a specific date.

D0008C (01/12/00) Delivery

All deliverables shall be received by the Technical Authority on or before ____.

D0008C (15/06/98) Delivery

Effective 01/12/00, this clause is superseded by D0008C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. This clause should not be used in National Defence contracts.

D0009D (15/12/95) Delivery

Goods shall be ready for inspection within ____ days from date of Contract, and shipment shall be made ____ days from date of approval by Inspection Authority.

D0009D (01/06/91) Delivery

Effective 15/12/95, this clause is superseded by D0009D.

D0010D (01/06/91) Delivery

Effective 01/08/92, this clause is superseded by D0010T.

D - DELIVERY, INSPECTION AND ACCEPTANCE

D0010T (01/12/92) Delivery

Effective 15/09/97, this clause is superseded by D0006D.

D0011T (01/06/91) Delivery

This clause is cancelled effective 15/09/97.

D0012T (01/06/91) Delivery

This clause is cancelled effective 15/09/97.

D0013D (01/06/91) Delivery

Effective 15/09/97, this clause is superseded by M5002D.

D0014D (21/06/99) Fresh Chilled or Frozen Products, Delivery of

Fresh chilled or frozen products must be delivered in accordance with Canadian Food Inspection Agency definitions stipulating that frozen products shall be maintained at -18°C or lower, and fresh chilled preserved products no higher than 4°C and no lower than 1°C until delivery. All frozen or fresh chilled preserved products shall be delivered in refrigerated vehicles, show no evidence of deterioration and, if a frozen product, shall not have been frozen for longer than 90 days since the date of processing in the fresh state.

D - DELIVERY, INSPECTION AND ACCEPTANCE

D0014D (01/06/91) Meats, Delivery of

Effective 21/06/99, this clause is superseded by D0014D.

D0015T (01/06/91) Delivery

Effective 15/09/97, this clause is superseded by D0006D.

D0016D (01/06/91) Ordering Procedures

This clause is cancelled effective 01/06/97.

D0017D (01/06/91) Ordering Procedures

This clause is cancelled effective 15/09/97.

Remarks: Use this clause when unloading is required without Canada's assistance.

D0018D (15/06/98) Delivery and Unloading

1. Delivery trucks shall be equipped with an unloading device which will permit unloading at sites with no hydraulic, stationary or other type of unloading facility.
2. When making deliveries, sufficient personnel shall be provided to permit unloading of any type of vehicle without the assistance of federal government personnel.

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3. At some sites, the delivery truck shall be unloaded while parked at the curb. When material is placed on the sidewalk, it shall be placed in proximity to the designated entrance so as to be readily accessible to transport by mechanical handling equipment utilized by site personnel.
-

D0018D (01/06/91) Delivery to Outside Plants

Effective 15/06/98, this clause is superseded by D0018D.

D0019D (01/06/91) Trucks, Handling of

In view of operating problems that may result from handling trucks exceeding 12 ft. x 6 in. in height in the lower level of the Printing Bureau, Hull, Quebec, it is mandatory that deliveries be made in vehicles not exceeding 12 ft. x 6 in. when empty.

D0020D (15/06/98) Delivery Responsibility - Contractor

Rental equipment will be delivered and picked up from Consignee at no charge to Canada.

D0020D (01/06/91) Delivery

Effective 15/06/98, this clause is superseded by D0020D.

D0021D (15/06/98) Delivery Responsibility - Canada

The Consignee shall pick up the equipment and return same at Canada's expense.

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D0021D (01/06/91) Delivery

Effective 15/06/98, this clause is superseded by D0021D.

D0022D (01/06/91) Metered Trucks

1. Delivery trucks must be equipped with meters capable of giving printed meter slips.
 2. The Contractor is to provide printed meter slips for each delivery of petroleum products.
 3. Meters will measure in litres.
-

D0023D (01/06/91) Vessel - Delivery

This clause is cancelled effective 16/02/98.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

D0024D (15/09/97) Liquidated Damages

In the event the Contractor fails to deliver the supplies or perform the services within the time specified in the Contract, the Contractor agrees to pay to Canada as liquidated damages the sum of \$ _____ for each calendar day of delay up to a maximum of _____ days, subject to the limitation that the total amount of liquidated damages shall not exceed _____ percent of the Contract Price. The Parties agree that the aforesaid amount is their best pre-estimate of the loss to Canada in the event of such a failure, and that it is not intended to be, nor is it to be construed as, a penalty.

Canada shall have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any liquidated damages owing and unpaid under this article.

Nothing in this article is to be interpreted as limiting the rights and remedies which Canada or the Minister may otherwise be entitled to under the Contract.

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D0024D (29/10/93) **Liquidated Damages**

Effective 15/09/97, this clause is superseded by D0024D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

D0025D (15/09/97) **Period of Work**

The Work is to be performed during the period _____ to _____.

D0025D (29/10/93) **Period of Contract**

Effective 15/09/97, this clause is superseded by D0025D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

D0030D (25/05/01) **Supplier Contacts**

Name and telephone number of the person responsible for :

General Enquiries

Name: _____
Telephone No. _____
Facsimile No. _____
E-mail address: _____

Delivery Follow-up

Name: _____
Telephone No. _____
Facsimile No. _____
E-mail address: _____

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D0030D (31/03/95) Supplier Contacts

Effective 25/05/01, this clause is superseded by D0030D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause for goods contracts let in Europe/UK. The contracting officer shall indicate in the fill-in, the named place (e.g. port or airport) of export.

D0035D (13/12/99) Shipping Instructions - Europe

1. For contracts let on behalf of the Department of National Defence in the United Kingdom, Ireland, and the Scandinavian countries, delivery shall be Free Carrier (FCA) _____ in accordance with INCOTERMS 1990, and onward shipment from the delivery point to the consignee shall be the responsibility of Canada.
 - (a) At least ten (10) working days prior to the goods being available for shipment, or as soon as possible thereafter, the Contractor shall send notification in writing, or when urgency dictates by telephone or facsimile message confirmed in writing, to:

Canadian Forces Support Unit (Europe)
CFSU(E) Daws Hill
RAF Daws Hill
P.O. Box 5051
High Wycombe, UK
Buckinghamshire HP11 1UY England

Attention: WO IC Movements

Phone: 011 44 1494 795669 OR
011 44 1494 795670 or
011 44 1494 795668

Fax: 011 44 1494 795678
 - (b) The Contractor shall provide the following information:
 - (1) the Contract number and financial coding;
 - (2) the consignee address;
 - (3) a description of each item including item number, quantity, NATO Stock Number (NSN), part number and serial number (if applicable);
 - (4) the number of pieces or cases;

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- (5) the actual weights and dimensions including gross weight and total cubic measurement;
- (6) the total value; and
- (7) full details of, and signed certificates for, dangerous material, as required for shipment by the International Maritime Dangerous Goods Code (IMDG Code), or International Air Transportation Association (IATA) regulations or the applicable Canadian Dangerous Goods Shipping regulations.

The Contractor shall report separately any piece measuring over 2.74 metres (108 in.) long x 2.23 metres (88 in.) wide x 1.37 metres (54 in.) high and/or weighing 2 268 kg (5000 lb) or more.

- (c) Following receipt of this information by Canada, Canada shall provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, the marking of each piece with a Transportation Control Number (TCN), customs documentation, and delivery to the export port of loading.
- (d) The Contractor may be required to prepay onward shipping charges and to provide all pertinent shipping details. Prepaid charges shall be included as a separate item on the Contractor's invoice, supported by the appropriate carrier freight bill. Reimbursement will be made by Canada at actual cost.
- (e) **UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR SHIP GOODS PRIOR TO RECEIPT OF SHIPPING INSTRUCTIONS**
- (f) Should the Contractor deliver the goods at a place and time which are not in accordance with the given delivery instructions or fail to fulfil reasonable delivery instructions given by Canada, the Contractor shall reimburse Canada any additional expenses and costs thereby incurred.
- (g) Should delays by Canada delay delivery of the goods, ownership and risk shall transfer to Canada upon the expiry of thirty (30) days following the date on which a duly completed shipping application is received by Canada or its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later.

2. Subject to section 1 above, for all contracts let in all countries in Continental Europe, delivery shall be Delivered Duty Unpaid to the consignee at destination in accordance with INCOTERMS 1990.

- (a) The Contractor shall forward to the consignee not later than seven (7) days prior to the scheduled shipping date, by either Priority Courier or facsimile message, the following:
 - (1) the Contract number;
 - (2) the consignee address;
 - (3) a description of each item including item number, quantity, the NSN, part number and serial number (if applicable);
 - (4) the number of pieces or cases;
 - (5) the actual weights and dimensions including gross weight and total cubic measurement;

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- (6) the total value; and
 - (7) shipping details including the name of the selected carrier and the estimated time of departure from the place of export and the estimated time of arrival at the designated port of entry in Canada, where available.
- (b) The Contractor shall prepay all shipping charges to destination and, where freight and carriage are extra to the Contract Price of the materiel, such prepaid charges shall be included as a separate item on the Contractor's invoice, supported by the appropriate carrier freight bill. Reimbursement will be made at the Contractor's actual cost.
-

D0035D (30/10/96) Shipping Instructions - Europe

Effective 13/12/99, this clause is superseded by D0035D.

Remarks: Use this clause for materiel originating in USA or Canada for delivery to offshore locations.

D0036D (30/10/96) Delivery to Offshore Locations

1. For items that are to be exported to offshore locations, the following procedures shall be followed:
 - (a) the shipment shall be FOB common carrier Contractor's plant. At least ten (10) days prior to the items being scheduled for shipment, the Contractor shall advise by letter or, when urgency warrants by telephone, to:

Director Movements 2
National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa ON K1A 0K2

Telephone: (613) 995-2434 or
Fax: DGT/D Mov (613) 992-7953

advising the following details:

 - (1) contract identity;
 - (2) consignee;
 - (3) number of pieces;
 - (4) description;
 - (5) dimensions and weight including cubic measurement; and

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- (b) the Contractor shall report any item measuring over eight feet or weighing 500 lb., and
 - (c) the Contractor shall report full details of dangerous materiel as required for shipment in accordance with the International Maritime Organization (IMO), or International Air Transportation Association (IATA) regulations of the applicable Canadian Dangerous Goods Shipping regulations (CTC regulations).
2. Upon receipt of this information, shipping instructions will be provided by Canada. The Contractor may be requested to prepay all shipping charges to the export port of loading, or to destination, in which case prepaid charges shall be included as a separate item on the Contractor's invoice and supported by the carrier's freight bill. No materiel shall be shipped prior to receipt of shipping instructions.
-

D2000D (01/06/91) Marking

The manufacturer's name and part number will, if feasible, be clearly stamped or etched on each item to permit positive identification.

D2001D (01/06/91) Labelling

Manufacturer's number and specification number, where applicable, shall be on each item either printed on the container or on an adhesive label of highest commercial standard affixed to the container.

D2003D (01/06/91) Ownership Identification

Ownership identification, naming consignee department, must accompany the vehicle on delivery.

D2004D (01/06/91) Labelling

Each box, carton, package, etc., shall be labelled showing in block letters at one end the: quantity (of sheets, book/pads, sets, forms or envelopes), size, title, form number, requisition number, and if applicable, serial number of contents.

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D2005D (01/06/91) Packaging and Labelling

In accordance with the "Packaging and Labelling Instructions: June 1982", already in your possession.

Remarks: Use this clause in conjunction with B4003T.

D2006D (13/12/02) Labelling

1. **BASIC PACK** - Commercial Standard
 2. **BULK PACK:**
 - (a) Stock Number (Product Code);
 - (b) Item Description;
 - (c) Unit of Issue;
 - (d) Quantity;
 - (e) Batch Number or Contract Number;
 - (f) Name and address of Consignee;
 - (g) Name and address of Supplier.
 3. In addition, marking and preparation for shipment shall be in accordance with Canadian General Standards Board standard 43-GP-103P, Packaging of Paper, Printing and Stationary.
 4. Failure to comply with the above will result in return for repacking or reworking or both at the Contractor's expense.
-

D2006D (15/09/97) Labelling

Effective 13/12/02, this clause is superseded by D2006D.

D2007D (01/06/91) Packaging, Marking and Preparation

PACKAGING, MARKING AND PREPARATION FOR SHIPMENT:

Packaging - Commercial Standard

Labelling

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- Basic Pack: Commercial Standard
- Bulk Pack: Stock Number (Product Code)

Item Description
Unit of Issue
Quantity
Batch Number or
Contract Number
Name and Address of Consignee
Name and Address of Supplier

D2008D (15/09/97) Marking - Repaired Equipment

All equipment after repair is to be marked with the Department of National Defence property mark and NATO Stock Number. Such markings are to be so located that the serviceability or functional use of the equipment will not be affected.

D2008D (01/06/91) Marking - Repaired Equipment

Effective 15/09/97, this clause is superseded by D2008D.

D2009D (01/06/91) Marking - Dial Instruments

This clause is cancelled effective 15/06/98.

D2010D (01/06/91) Marking (Labels)

Preprinted labels will not be supplied by the Department of National Defence. Contractor's labels must be clearly marked "Property of the Department of National Defence".

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D2011D (01/12/92) Markings - Identification

Identification markings of Canadian military property shall be in accordance with Canadian Forces Standard D-02-002-001/SG-001.

D2011D (01/06/91) Markings - Identification

Effective 01/12/92, this clause is superseded by D2011D.

D2012D (30/10/96) Chain Cable and Associated Equipment

The Contractor shall clearly stamp each item of chain cable with an individual Classification Society Test Certificate number, and shall, at the time of shipment, forward by mail to the consignee an original and duplicate Classification Society Test Certificate for each such item.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

D3000D (13/12/02) Packaging

Packaging shall be in accordance with Canadian General Standards Board standard 43-GP-103P, Packaging of Paper, Printing and Stationary.

D3000D (01/06/91) Packaging

Effective 13/12/02, this clause is superseded by D3000D.

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Remarks: Use the following clause when packing specified in the requisition requires "good commercial practice", "highest commercial standards suitable for rail transit" or "standard commercial."

D3001D (01/06/91) Packing

Items shall be packed to permit application of the lowest transportation rates or charges via the mode of carriage selected/authorized.

D3002C (01/06/91) Dangerous Goods Transportation

This clause is cancelled effective 16/02/98.

D3003D (01/06/91) Delivery Standards

Effective 16/02/98, this clause is superseded by D3005D.

D3004D (21/06/99) Type of Transport

Delivery shall be made in refrigerated transport. The acceptable temperature range shall be from 1.5° to 4°C or (35° to 40°F).

D3004D (01/06/91) Type of Transport

Effective 21/06/99, this clause is superseded by D3004D.

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D3005D (15/09/97) Delivery Standard

1. Methods of delivery shall conform to the National Standard of Canada standard CAN/CGA-B149.2-M95 of the Canadian Gas Association, as amended to date.
 2. **METERED TRUCKS:**
 - (a) Delivery trucks shall be equipped with meters capable of giving printed meter slips;
 - (b) The Contractor shall provide printed meter slips for each delivery of petroleum products;
 - (c) Meters shall be measured in litres.
-

D3005D (01/06/91) Delivery Standard

Effective 15/09/97, this clause is superseded by D3005D.

D3006D (01/06/91) Carcasses

Beef and veal carcasses must be hung in the cooler by the Contractor upon delivery.

D3007D (21/06/99) Inspection and Stamping

The Contractor shall ensure that inspectors from the Canadian Food Inspection Agency (CFIA) have inspected all meat and meat products, poultry and poultry products, lard, shortening and margarine containing animal fats, and soups containing ingredients of animal origin, and have stamped those products "CFIA inspected for CG" prior to shipment. The contractor shall arrange for all such products to be delivered to the consignee either from an establishment registered in accordance with the *Meat Inspection Act*, R.S.C. 1985, c. 25 (1st Supp.) and the regulations made under that Act, or from a food distributor that purchased the products from such an establishment. Canada will not accept products that have not been stamped by the CFIA.

The Contractor shall not, and shall not permit any food distributor to, alter or further process any meats or other products that have been inspected by inspectors from the CFIA.

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D3007D (01/06/91) Inspection and Stamping

Effective 21/06/99, this clause is superseded by D3007D.

D3008D (01/06/91) Dangerous Goods

Effective 01/06/94, this clause is superseded by D3010D.

D3009D (16/02/98) Delivery - Preparation

Delivery shall be within sixty (60) days of the date of manufacture stamped on the battery or the smallest unit package and the carton. Batteries delivered after sixty (60) days of the date of manufacture shall be returned to the Contractor at its expense.

D3009D (01/06/91) Delivery - Preparations

Effective 16/02/98, this clause is superseded by D3009D.

Remarks: Use the following clause when dangerous goods/hazardous products must be transported during the performance of the work.

D3010D (13/12/02) Dangerous Goods/Hazardous Products

1. Dangerous goods/hazardous products - material which is classed as dangerous / hazardous shall be marked by the Supplier:
 - (a) shipping container - in accordance with the *Transportation of Dangerous Goods Act, 1992*; and
 - (b) immediate product container - in accordance with the *Hazardous Products Act*.

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2. Bilingual Material Safety Data Sheets, indicating the NATO Stock Number, shall be provided by the Supplier as follows:
 - (a) two (2) hard copies:
 - (i) one (1) copy to be enclosed with the shipment, and
 - (ii) one (1) copy to be mailed to:

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario K1A 0K2

Attention: DMMD 2-3-4
 - (b) one (1) soft copy: on a 3.5 inch diskette in ASCII, Rich Text Format (RTF) or common word processing format (i.e. MS Word or WordPerfect) shall be mailed to the address provided at paragraph 2(a)(ii).
3. The Supplier shall be held liable for any damages caused by improper packaging, labelling or carriage of goods/products.
4. Suppliers must ensure they adhere to all levels of regulations regarding dangerous goods/hazardous products as set forth by federal, provincial and municipal laws, by-laws and acts of Parliament.
5. Suppliers of dangerous goods must contact the consignee (i.e. Supply Depot Traffic Section) at least 48 hours prior to shipping in order to schedule a receiving time.

D3010D (01/12/00) Dangerous Goods/Hazardous Products

Effective 13/12/02, this clause is superseded by D3010D.

D3011D (01/06/91) Delivery - Preparation

Effective 01/05/96, this clause is superseded by D3016D.

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Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. If the following clause is used enter fill-in data.

D3012D (30/10/96) Delivery - Preparation

IF PERFORMED IN CANADA: Preservation and packaging shall be to level _____ and packing shall be to level _____ in accordance with Canadian Forces packaging specification _____.

IF PERFORMED IN UNITED STATES: Preservation and packaging shall be to level _____ and packing shall be to level _____ in accordance with United States Department of Defense Military Specification _____.

IF PERFORMED IN THE UK: Preservation, packaging and packing shall be manufacturer's Trade Export Packaging or such packaging of a higher grade as recommended by the British Ministry.

D3012D (01/06/91) Delivery - Preparation

Effective 30/10/96, this clause is superseded by D3012D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

D3013D (03/02/97) Delivery - Preparation

1. For Contractors Located in Canada

Preservation and packaging for items _____ shall be in accordance with the Canadian Forces packaging specification D-LM-008-001/SF-001, and shall be marked to D-LM-008-002/SF-001. Level B "PKG DATA FORM REQD", shall be in accordance with D-LM-008-011/SF-001.

2. For Contractors Located in United States

Preservation and packaging for items _____ shall be in accordance with the current issue of U.S. Department of Defense Military Standard MIL-STD-2073 and shall be marked to MIL-STD-129.

3. Approval Authorities

Packaging data forms previously approved by Canadian or United States authorities shall be acceptable.

4. Coded Packaging Data

Approved coded packaging data is shown immediately below the description of the item to which it applies. Where no data is shown, the Contractor shall submit a packaging data form for approval.

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5. For Items Not Assigned a NATO Stock Number

No packaging data form is required.

D3013D (01/06/91) Delivery - Preparation

Effective 03/02/97, this clause is superseded by D3013D.

D3014C (01/08/92) Transportation of Dangerous Goods

Department of Transport authorization to transport dangerous goods is mandatory before the Carrier may accept a charter involving the transportation of dangerous goods.

D3014C (31/01/92) Transportation of Dangerous Goods

Effective 01/08/92, this clause is superseded by D3014C.

D3015D (01/12/00) Dangerous Goods

1. It is the responsibility of the Contractor to ensure proper labelling and packaging in the supply and shipping of dangerous goods and hazardous products to the Government of Canada.
2. Canada shall not be held liable for any damages caused by improper packaging, labelling or carriage of goods/products.
3. All merchandise labels are to be clearly marked with the percentage of volume that is a hazardous item. Failure to do so will result in the Contractor being held responsible for damages caused in the movement of goods/products by government vehicles or government personnel.

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4. Contractors must ensure they adhere to all levels of regulations regarding dangerous goods/hazardous products as set forth by federal, provincial and municipal laws, by-laws and acts of Parliament.
-

D3015D (16/02/98) Dangerous Goods

Effective 01/12/00, this clause is superseded by D3015D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause to define the packaging specification for the procurement of items covered by a commodity packaging specification. In the first blank, specify the item number(s). In the second blank, insert the specified Commodity Packaging Specification number and title.

- (a) D-LM-008-005/SF-000, Batteries, Dry and Thermal;
- (b) D-LM-008-015/SF-000, Piezoelectric Crystals;
- (c) D-LM-008-021/SF-001, Batteries, Dry Charged, Lead Acid;
- (d) D-LM-008-026/SF-001, Preformed Packing, Gaskets or Seals (rubber natural/synthetic, cork, asbestos or leather);
- (e) D-LM-008-027/SF-001, Small Arms Weapons;
- (f) D-LM-008-030/SF-001, Hose, Rubber, Plastic, Fabric or Metal (including tubing) and Fittings, Nozzles and Strainers;
- (g) D-LM-008-032/SF-000, Batteries, Non-rechargeable, Lithium;
- (h) D-LM-008-033/SF-000, Maritime Bearings, Matched Sets;
- (i) D-LM-008-035/SF-001, Electrostatic Discharge Protective Packaging - Electronic Parts, Assemblies and Equipment;
- (j) D-LM-008-037/SF-000, Antifriction Bearings (other than instrument precision bearings).

D3016D (13/12/02) Preparation for Delivery

Preparation for delivery for item (s) _____ shall be in accordance with the latest issue of the Canadian Forces packaging specification _____.

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D3016D (01/05/96) Preparation for Delivery

Effective 13/12/02, this clause is superseded by D3016D.

Remarks: Use this clause to define the packaging and specifications which shall be used for procurement of items in NATO classes 1300 and 1410 (Ammunition and Missiles).

D3017D (03/02/97) Preparation for Delivery

The Contractor shall prepare for delivery all items in NATO classes 1300 and 1400 (Ammunition and Missiles) in accordance with the current issue of Canadian Forces packaging specifications D-09-002-005/SG-000.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause to define Department of National Defence's packaging requirements for the procurement of items which are covered by the following categories:

- (a) Commercial Off-the-Shelf (COTS);
- (b) direct to customer, for immediate use (including modifications);
- (c) COLOG (co-operative logistics); or
- (d) items not covered by another Canadian Forces commodity packaging specification (see D3016D) or military packaging (see D3013D).

In the first and second blank, specify the item number(s). In the third blank, specify a mandatory quantity per unit pack or the following statement, "up to a maximum of 100".

D3018D (13/12/02) Delivery - Preparation

Preparation for delivery for item number(s) _____ shall be in accordance with the latest issue of the Canadian Forces Packaging Specification D-LM-008-036/SF-000, Department of National Defence's Minimum Requirements for Manufacturer's Standard Pack.

Item number(s) _____ shall be packaged in quantities of _____ per package.

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Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in FOB plant (origin) contracts, standing offers and call-ups. In the first blank, specify the document (i.e. contract, standing offer or call-up) and in the second blank enter plant location.

D4000C (01/05/96) **Shipment and FOB**

Shipment shall be consigned to the destination specified in _____ and delivered FOB common carrier _____.

D4000C (01/06/91) **Shipment and FOB**

Effective 01/05/96, this clause is superseded by D4000C.

Remarks: Use the following clause if price includes all delivery charges.

D4001C (01/06/91) **Shipment**

Shipment is to be consigned FOB including all delivery charges to the destination specified.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

D4002D (01/06/91) **Point of Manufacture/Shipping**

State point of manufacture/shipping of goods or where service is to be performed:

Location: _____

Postal Code: _____

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in all contracts with suppliers located in California. This clause is to be used in conjunction with clause C2002C. When the contract provides for progress or advance payments or where the supplies are to be left in the State of California for a period of time, use in conjunction with K9010C.

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D4003C (16/02/98) FOB Point (California)

Delivery of the goods covered by this Contract shall be FOB common carrier, Contractor's plant, _____, California, or, if so instructed by the Minister, FOB a conveyance provided by the Government of Canada at _____, California. Title to the goods shall pass to Canada at the time of such delivery. The goods shall be consigned to the consignees and destinations outside the United States of America shown in the Contract.

D4003C (29/10/93) FOB Point (California)

Effective 16/02/98, this clause is superseded by D4003C.

D5000T (01/06/91) Inspection - Authority

This clause is cancelled effective 16/02/98.

D5001D (01/06/91) Inspection - Quality Assurance/Authority

This clause is cancelled effective 16/02/98.

D5002D (01/12/92) Method of payment

Effective 16/02/98, this clause is superseded by M9026D.

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D5300D (01/06/91) Inspection - DND at Destination

Effective 01/08/92, this clause is superseded by D5530D.

D5301D (01/06/91) Inspection - DND

Effective 01/08/92, this clause is superseded by D5531D.

Remarks: Use the following clause in bid solicitations and contracts for departments where inspection is being carried out by the consignee.

D5302D (16/02/98) Inspection - Consignee

Work provided under the Contract shall be subject to inspection by the consignee at destination.

D5302D (01/06/91) Inspection - Civilian Consignee

Effective 16/02/98, this clause is superseded by D5302D.

D5303C (01/06/91) Inspection - DND QA at Source

Effective 01/08/92, this clause is superseded by D5510D.

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D5304C (01/06/91) Inspection - DND QA at Source (U.S.)

Effective 01/08/92, this clause is superseded by D5510D.

D5305C (01/06/91) Inspection - QA Europe (NATO)

Effective 01/08/92, this clause is superseded by D5510D.

D5306D (01/06/91) Inspection Requirements - QMB 100

This clause is cancelled effective 16/02/98.

D5307D (01/06/91) Inspection Requirements - U.S. FAA/DOT

Effective 01/08/92, this clause is superseded by D5580D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

D5308D (21/06/99) Inspection/Acceptance

The Work provided under the Contract shall be subject to inspection and acceptance by the Consignee at destination.

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D5308D (15/06/98) Inspection/Acceptance

Effective 21/06/99, this clause is superseded by D5308D.

D5309D (01/06/91) Inspection

This clause is cancelled effective 16/02/98.

D5310D (01/06/91) Inspection/Stamping - Meat Products

This clause is cancelled effective 21/06/99.

Remarks: Use the following clause in all bid solicitations and contracts covering the procurement of fresh meat.

D5311D (21/06/99) Meat Products-Access to Plant

Once final processing has been completed at a federally inspected plant, the Contractor shall not alter, process or repack any meats that have been inspected and approved by the Canadian Food Inspection Agency.

For greater certainty, and without limiting any of Canada's rights granted by or referred to in any provision of the Contract to conduct inspections or with respect to access to the Work, the Inspection Authority or its designate shall have access to the storage and refrigeration areas on the Contractor's premises at any time during the performance of the Contract in order to inspect the packaging and, if applicable, any processing of the meats. The Contractor shall afford all reasonable assistance to the Inspection Authority and shall provide such information as the Inspection Authority may require concerning the preparation, packaging, and quality of the meats.

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D5311D **(29/10/93)** **Meat Products-Access to Plant**

Effective 21/06/99, this clause is superseded by D5311D.

D5313D **(01/06/91)** **Service Site Authority**

Effective 16/02/98, this clause is superseded by A1005D.

D5314D **(16/02/98)** **Inspection - DPWGS**

Inspection shall be by the Department of Public Works and Government Services, Aerospace, Marine, and Electronics Systems Sector.

D5314D **(01/06/94)** **Inspection - DSS**

Effective 16/02/98, this clause is superseded by D5314D.

D5315D **(01/06/94)** **Inspection - DSS/Consignee**

This clause is cancelled effective 16/02/98.

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D5315D (01/06/91) Inspection - DSS/Consignee

Effective 01/06/94, this clause is superseded by D5315D.

D5316D (01/06/91) Inspection - DND

Effective 01/08/92, this clause is superseded by D5510D.

D5317D (01/06/91) Inspection

Effective 01/08/92, this clause is superseded by D5700D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

D5318D (15/06/98) Inspection and Technical Services

1. The Contractor shall provide marine inspection and related technical services to the Department of Public Works and Government Services (DPWGS), as-and-when requested in the following area(s) of expertise:

- (a) _____
- (b) _____
- (c) _____
- (d) _____

2. The duties include, but are not exclusive to:

- (a) the examination, analysis and processing, to Inspection and Technical Services (I. & T.S.) Directorate instructions, of plans, drawings and specifications as received from contractors on site or from other sources;
- (b) the examination, analysis and processing, to I. & T.S. Directorate instructions, of purchase orders or subcontracts issued by the Contractor with regard to their compliance with approved drawings, specifications and amendments, special contractual requirements and the applicable Classification and Regulatory requirements;

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- (c) the examination of all significant material and equipment on arrival at the shipyard for compliance with the approved purchase order or subsequent requirements, physical condition and proposed storage conditions;
 - (d) the examination and evaluation of cost elements of design changes proposed by the Contractor during the term of the Contract;
 - (e) the surveillance and inspection of the work in progress at the Contractor's offices and plant to ensure compliance with approved plans, drawings, specifications, contractual documents and amendments thereto and also to ensure that the practices, procedures, techniques, workmanship, equipment and quality do not deviate from the standards as set out in the approved specifications and/or contractual documents;
 - (f) the inspection and approval of work in progress to ensure compliance with contractual requirements in the selection and use of critical materials and the clean and orderly assembly of units, equipment and materials so as to minimize operational problems after acceptance;
 - (g) the witnessing of systems and equipment preliminary tests, and trials, including dock trials for main and auxiliary machinery, evaluating results, reporting and inspecting the correction of defects;
 - h) attendance at sea trials and final inspection to assist in evaluating results, compiling final defect and deficiency lists and advising the Senior Inspector of DPWGS Inspection Office on acceptability of the finished work.
-

D5318D (01/06/91) Inspection and Technical Services

Effective 15/06/98, this clause is superseded by D5318D.

D5320D (15/06/98) Inspection

Work is to be performed to the satisfaction of and subject to the acceptance of the Consignee or its delegated representative(s). The Consignee has the ultimate responsibility of inspecting guard services provided to its department and of reporting poor guard performance to the Contracting Authority. The Contracting Authority will immediately advise the Contractor of any critical deficiencies or complaints and will ensure that the required corrective measures are taken.

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D5320D (31/01/92) Inspection

Effective 15/06/98, this clause is superseded by D5320D.

D5321D (31/01/92) Inspection

This clause is cancelled effective 16/02/98.

D5322D (31/01/92) Inspection

Effective 01/08/92, this clause is superseded by M5000D.

D5324D (16/02/98) Inspection

All services provided shall be subject to the approval of and acceptance by the Charterer or its authorized representative who will have the right to inspect the aircraft, and operational documentation including flight plan or flight notification, loading records, logs and aircrew logbooks, in order to ensure compliance with the terms and conditions of the Contract.

D5324D (01/08/92) Inspection

Effective 16/02/98, this clause is superseded by D5324D.

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D5325D (31/01/92) Inspection

Effective 01/08/92, this clause is superseded by M5001D.

D5326D (01/05/96) Inspection and Acceptance

The services performed shall be subject to inspection and acceptance by the Consignee.

D5327D (01/05/96) Inspection

The Technical/Project Authority shall be the Inspector and Consignee for all Work and shall be the Contractor's primary contact for all technical matters, including interpretation of the Specification and scheduling of the Work.

D5328D (01/12/00) Inspection and Acceptance

The Technical/Project Authority shall be the Inspection Authority. All reports, deliverables, documents, goods and all services rendered under this Contract shall be subject to inspection by the Inspection Authority or its designated representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority shall have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment. Any communication with a Contractor regarding the quality of Work performed pursuant to this Contract shall be undertaken by official correspondence through the Contracting Authority.

D5328D (01/05/96) Inspection and Acceptance

Effective 01/12/00, this clause is superseded by D5328D.

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D5401D (23/11/98) **Quality Plan - Solicitation**

Effective 13/12/99, this clause is superseded by D5401T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause when a documented Quality Plan is required at time of bid. The clause is used in conjunction with clause D5402D, Quality Plan - Contract.

D5401T (13/12/99) **Quality Plan - Solicitation**

For all solicitations

The bidder must submit a Quality Plan with the bid. The Quality Plan shall be in the same format that will be used after award of contract. (Refer to clause D5402D, Quality Plan - Contract).

The Quality Plan may reference other documents. Where referenced documents do not already exist, but are required by the Quality Plan, the plan shall identify them and also identify when, how and by whom they will be prepared and approved. The documents referenced in the Quality Plan shall be made available when requested by the Department of Public Works and Government Services or Department of National Defence.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause when a documented Quality Plan is required. The clause is used in conjunction with clause D5510D, Quality Assurance Authority, and the associated clauses stipulating the Quality System Requirements. The blank space is to be replaced by the appropriate value for the contract.

D5402D (23/11/98) **Quality Plan - Contract**

For all contracts

No later than _____ days after the contract date, the Contractor must submit for acceptance by the Department of National Defence (DND) a Quality Plan prepared according to the latest issue (at contract date) of ISO 10005 "Quality management - Guidelines for quality plans". The Quality Plan shall describe how the Contractor will conform to the specified quality requirements of the contract and specify how the required quality activities are to be carried out, including quality assurance of sub-contractors. The Contractor must include a traceability matrix from the elements of the specified quality requirements to the corresponding paragraphs in the Quality Plan.

The documents referenced in the Quality Plan shall be made available when requested by the Department of Public Works and Government Services or DND.

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If the Quality Plan was submitted as part of the bidding process, the Contractor must review and, where appropriate, revise the submitted plan to reflect any changes in requirements or planning which may have occurred as a result of pre-contract negotiations.

Upon acceptance of the Quality Plan by DND, the Contractor must implement the Quality Plan. The Contractor must make appropriate amendments to the Quality Plan throughout the term of the contract to reflect current and planned quality activities. Amendments to the Quality Plan must be acceptable to DND.

For contracts requiring software design, development or maintenance

For the design, development or maintenance of software, the Contractor shall interpret the requirements of the ISO 9001 Quality Standard according to the guidelines of the latest issue (at contract date) of ISO 9000-3 "Quality management and quality assurance standards - Part 3: Guidelines for the application of ISO 9001 to the development, supply and maintenance of software".

D5500D (01/06/91) Retention of Documents and Records

Effective 01/08/92, this clause is superseded by D5536D.

D5501D (01/06/91) Retention of Documents and Records

Effective 01/08/92, this clause is superseded by D5537D.

D5502D (01/06/91) Quality Control/Inspection Requirements

This clause is cancelled effective 01/08/92.

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D5504D (01/08/92) **Quality Assurance**

This clause is cancelled effective 16/02/98.

Remarks: This clause should not be used in National Defence contracts.

D5505D (01/06/91) **Quality Assurance Document**

A Packing Note and copies of the Quality Assurance document are to accompany each shipment. They are to be enclosed in a waterproof envelope fastened to the last package of the shipment or inside the last package, which is to be marked to indicate the enclosures, or in the case of a carload shipment, are to be fastened to the inside door frame of the railway car.

Remarks: Use the following clause when Government Quality Assurance at source is required. Use in conjunction with the following clauses as appropriate: D5535D, D5540D, D5541D, D5542D, D5601D and D5620C.

D5510D (13/12/02) **Quality Assurance Authority**

All work shall be subject to Government Quality Assurance (GQA) at the Contractor's facility or that of the subcontractor(s) and at the installation site by the:

Director General - Equipment Program Services
National Defence Headquarters
Major-General George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2

OR his designated Quality Assurance Representative, hereafter referred to as the QAR.

FOR CANADIAN CONTRACTORS

Within forty-eight (48) hours of receipt of this Contract, the Contractor shall contact the QAR. The name, location and phone number of the QAR can be obtained from the nearest National Defence Quality Assurance Region (NDQAR) listed below:

Atlantic - Halifax	(902) 427-7224 or (902) 427-7150
Quebec - Montreal	(514) 732-4410 or (514) 732-4477
Quebec - Quebec City	(418) 694-5998
National Capital - Ottawa	(819) 997-7251 or (819) 994-1879
Ontario - Toronto	(416) 952-2077 or (416) 952-2110
Ontario - London	(519) 452-5757
Manitoba/Saskatchewan - Winnipeg	(204) 833-2500, ext. 6574

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Alberta – Calgary	(403) 410-2320, ext. 3830
Alberta – Edmonton	(780) 890-6348
Vancouver	(604) 666-4136
Victoria	(250) 363-5409

FOR NON-CANADIAN CONTRACTORS

If the Contractor has not been contacted by the NDQAR/QAR performing GQA in the Contractor's facility or area within forty-five (45) working days of receipt of the Contract, the Contractor shall notify the Contracting Authority.

Where no official arrangements for mutual GQA have been concluded, Department of National Defence will arrange for the GQA services to be conducted by a National Quality Assurance Authority acceptable to the Director General - Equipment Program Services. Where the GQA services are to be provided on a cost-recovery basis, the costs for the services are to be accrued against the contract and be discharged through separate invoicing.

FOR ALL CONTRACTORS

The Design Change, Deviation and Waiver Procedure as defined in National Defence Standard D-02-006-008/SG-001 shall apply to this Contract.

NOTE: A copy of the standard can be obtained from the nearest NDQAR office.

The Contractor is responsible for performing, or having performed, all inspections and tests necessary to substantiate that the materiel or services provided conform to contract requirements.

The Contractor shall provide, at no additional cost to the price of the Contract, all applicable test data, all Contractor technical data, test pieces and samples as may reasonably be required by the QAR to verify conformance to contract requirements. The Contractor shall forward at his expense such technical data, test data, test pieces and samples to such location as the QAR may direct.

Quality Control, Inspection and Test records that substantiate conformance to the specified requirements, including records of corrective actions, shall be retained by the Contractor for three (3) years from the date of completion or termination of the Contract and shall be made available to the QAR upon request.

D5510D (24/05/02) Quality Assurance Authority

Effective 13/12/02, this clause is superseded by D5510D.

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Remarks: Use the following clause in cases where test validation is considered a requirement. This clause may only be used when clause D5510D is used.

D5511D (23/11/98) Test Validation

1. The Contractor shall collect a sample from the first batch of each of the products that will be supplied under the Contract. The sample shall consist of a group of items or portion of products of sufficient size to conduct the testing required. The Contractor shall split the sample into two equal portions. One portion shall be tested by the Contractor's test facility. The other portion shall be tested by a facility meeting one of the following criteria:
 - (a) an independent, arms length third party laboratory accredited by the Standards Council of Canada (or other nationally or internationally recognised laboratory accrediting body) to conduct the tests identified in the product specification(s) or
 - (b) an independent, arms length third party laboratory registered to ISO 9001 or ISO 9002 which has implemented a calibration system to ISO 10012-1, and participates regularly in a recognised proficiency testing program for the contracted product(s).
2. Each portion shall be tested to all requirements detailed in the product specification(s). The Contractor does not have to conduct tests identified by the specification(s) as qualification tests only. The Contractor does not have to conduct a test on the first batch of product if the above program for sampling and testing has been conducted within six (6) months of the date of this Contract.
3. The Contractor shall, on receipt of the third party test report, compare the results received with those of the Contractor's own test facility. Any deviation between results obtained by the two test facilities in excess of the reproducibility of the test methods involved, shall be investigated, the root cause determined and corrective action taken.
4. The Contractor shall repeat the above program for sampling and testing at least once every six (6) months during the life of the Contract.
5. The purpose of this correlation testing is to verify the quality of the contracted product(s) and to validate the capability of the Contractor's testing facility. The test report(s) received from the third party laboratory, the Contractor's test reports for the same batch(es) of contracted product(s), reports of any investigations of deviations of the results obtained by the two laboratories and any corrective actions taken, shall be made available to the Quality Assurance Representative (QAR) on request. Test validation shall be conducted at Contractor's expense.

D5530D (29/10/93) GQA at Destination - Non-Tech (QAC B)

This clause is cancelled effective 31/03/95.

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D5530D (01/08/92) GQA at Destination - Non-Tech

Effective 29/10/93, this clause is superseded by D5530D.

D5531D (29/10/93) GQA at Destination - Tech. (QAC A)

This clause is cancelled effective 31/03/95.

D5531D (01/08/92) GQA at Destination - Tech.

Effective 29/10/93, this clause is superseded by D5531D.

D5532D (29/10/93) AQAP-110 Design/Dev./Prod.(QAC H)

This clause is cancelled effective 31/03/95.

D5532D (01/05/93) AQAP-110 Design/Development/Production

Effective 29/10/93, this clause is superseded by D5532D.

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D5533D (29/10/93) AQAP-130 Inspection (QAC G)

This clause is cancelled effective 31/03/95.

D5533D (01/05/93) AQAP-130 Inspection

Effective 29/10/93, this clause is superseded by D5533D.

D5534D (29/10/93) AQAP-131 Final Inspection (QAC D)

This clause is cancelled effective 31/03/95.

D5534D (01/05/93) AQAP-131 Final Inspection

Effective 29/10/93, this clause is superseded by D5534D.

D5535D (23/11/98) AQAP-150 Software Development (QAC F)

This clause is cancelled effective 13/12/02.

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D5535D (29/10/93) AQAP-150 Software Development (QAC F)

Effective 23/11/98, this clause is superseded by D5535D.

D5536D (29/10/93) GQA at Source - QC/INSP-FUELS (QAC E)

This clause is cancelled effective 01/06/94.

D5536D (01/08/92) GQA at Source - QUAL CONT/INSP-FUELS

Effective 29/10/93, this clause is superseded by D5536D.

D5537D (29/10/93) GQA at Source - QC/INSP-OILS (QAC P)

This clause is cancelled effective 01/06/94.

D5537D (01/08/92) GQA at Source - QUAL CONT/INSP-OILS

Effective 29/10/93, this clause is superseded by D5537D.

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D5538D (01/05/93) Quality Systems/Inspection

This clause is cancelled effective 29/10/93.

D5538D (01/12/92) GQA at Source - QUAL CONT/INSP

Effective 01/05/93, this clause is superseded by D5538D.

D5539D (29/10/93) AQAP-120 Production (QAC W)

This clause is cancelled effective 31/03/95.

D5539D (01/05/93) AQAP-120 Production

Effective 29/10/93, this clause is superseded by D5539D.

Remarks: Use the following clause when the system required is for design and development, production and installation. In the event the requisition has multiple quality assurance codes, the contracting officer is to identify the line item numbers which are associated with each Quality Management Systems clause.

D5540D (13/12/02) ISO 9001:2000 Quality Management Systems - Requirements (QAC X)

In the performance of the Work described herein, the Contractor shall comply with the requirements of:

ISO 9001:2000 - *Quality management systems - Requirements*, published by the International Organization for Standardization (ISO), current edition at date of submission of Contractor's bid.

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It is not the intent of this clause to require that the Contractor be registered to the applicable standard; however, the Contractor's quality management system must address each requirement contained in the standard.

Assistance for Government Quality Assurance (GQA):

The Contractor shall provide the Quality Assurance Representative (QAR) with the accommodation and facilities required for the proper accomplishment of GQA and shall provide any assistance required by the QAR for evaluation, verification, validation, documentation or release of product.

The QAR shall have the right of access to any area of the Contractor's or Subcontractor's facilities where any part of the Work is being performed. The QAR shall be afforded unrestricted opportunity to evaluate and verify Contractor compliance with Quality System procedures and to validate product conformity with contract requirements. The Contractor shall make available for reasonable use by the QAR the equipment necessary for all validation purposes. Contractor personnel shall be made available for operation of such equipment as required.

When the QAR determines that GQA is required at a Subcontractor's facilities, the Contractor shall provide for this in the purchasing document and forward copies to the QAR, together with relevant technical data as the QAR may request.

The Contractor shall notify the QAR of non-conforming product received from a Subcontractor when the product has been subject to GQA.

D5540D (25/05/01) ISO 9001:2000 Quality Management Systems - Requirements (QAC X)

Effective 13/12/02, this clause is superseded by D5540D.

Remarks: Use the following clause when the system required is for production and installation only (no design and development). If the requisition has multiple quality assurance codes, the contracting officer is to identify the line item numbers which are associated with each Quality Management Systems clause.

D5541D (13/12/02) ISO 9001:2000 Quality Management Systems - Requirements (QAC Y)

In the performance of the Work described herein, the Contractor shall comply with the requirements of:

ISO 9001:2000 - Quality management systems - Requirements, published by the International Organization for Standardization (ISO), current edition at date of submission of Contractor's bid with the exclusion of the following requirement:

7.3 Design and development

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It is not the intent of this clause to require that the Contractor be registered to the applicable standard; however, the Contractor's quality management system must address each requirement contained in the standard.

Assistance for Government Quality Assurance (GQA):

The Contractor shall provide the Quality Assurance Representative (QAR) with the accommodation and facilities required for the proper accomplishment of GQA and shall provide any assistance required by the QAR for evaluation, verification, validation, documentation or release of product.

The QAR shall have the right of access to any area of the Contractor's or Subcontractor's facilities where any part of the Work is being performed. The QAR shall be afforded unrestricted opportunity to evaluate and verify Contractor compliance with Quality System procedures and to validate product conformance with contract requirements. The Contractor shall make available for reasonable use by the QAR the equipment necessary for all validation purposes. Contractor personnel shall be made available for operation of such equipment as required.

When the QAR determines that GQA is required at a Subcontractor's facilities, the Contractor shall provide for this in the purchasing document and forward copies to the QAR, together with relevant technical data as the QAR may request.

The Contractor shall notify the QAR of non-conforming product received from a Subcontractor when the product has been subject to GQA.

D5541D (10/12/01) ISO 9001:2000 Quality Management Systems - Requirements (QAC Y)

Effective 13/12/02, this clause is superseded by D5541D.

Remarks: Use the following clause when the system required is for final tests and inspection only. In the event the requisition has multiple quality assurance codes, the contracting officer is to identify the line item numbers which are associated with each Quality Management Systems clause.

D5542D (13/12/02) ISO 9001:2000 Quality Management Systems - Requirements (QAC Z)

In the performance of the Work described herein, the Contractor shall comply with the requirements of:

ISO 9001:2000 - Quality management systems - Requirements, published by the International Organization for Standardization (ISO), current edition at date of submission of Contractor's bid with the exclusion of the following requirements:

- 7.1 Planning of product realization
- 7.2.3 Customer communication
- 7.3 Design and development

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- 7.4 Purchasing
- 7.5.1 Control of production and service provision
- 7.5.2 Validation of processes for production and service provision
- 7.5.3 Identification and traceability

It is not the intent of this clause to require that the Contractor be registered to the applicable standard; however, the Contractor's quality management system must address each requirement contained in the standard.

Assistance for Government Quality Assurance (GQA):

The Contractor shall provide the Quality Assurance Representative (QAR) with the accommodation and facilities required for the proper accomplishment of GQA and shall provide any assistance required by the QAR for evaluation, verification, validation, documentation or release of product.

The QAR shall have the right of access to any area of the Contractor's or Subcontractor's facilities where any part of the Work is being performed. The QAR shall be afforded unrestricted opportunity to evaluate and verify Contractor compliance with Quality System procedures and to validate product conformance with contract requirements. The Contractor shall make available for reasonable use by the QAR the equipment necessary for all validation purposes. Contractor personnel shall be made available for operation of such equipment as required.

When the QAR determines that GQA is required at a Subcontractor's facilities, the Contractor shall provide for this in the purchasing document and forward copies to the QAR, together with relevant technical data as the QAR may request.

The Contractor shall notify the QAR of non-conforming product received from a Subcontractor when the product has been subject to GQA.

D5542D (10/12/01) ISO 9001:2000 Quality Management Systems - Requirements (QAC Z)

Effective 13/12/02, this clause is superseded by D5542D.

D5543C (31/03/95) Contractor Quality System (QAC C)

Effective 23/11/98, this clause is superseded by D5543D.

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Remarks: Use the following clause when conformance with the contract requirements can adequately be determined at destination (identity, condition and count). In the event the requisition has multiple Quality Assurance (QA) codes, the contracting officer is to identify the line items which are associated with each QA clause.

D5543D (13/12/02) ISO 9001:2000 - Quality Management System - Requirements (QAC C)

The Contractor shall be responsible for implementing a quality system appropriate to the scope of the work to be performed. It is recommended that the quality system be based on ISO 9001:2000 - Quality Management System – Requirements.

The Contractor shall be responsible for performing or having performed all inspections and tests necessary to substantiate that the materiel or services provided conform to the drawings, specifications and contract requirements. The Contractor shall keep accurate and complete inspection records which shall, upon request, be made available to the authorized Department of National Defence (DND) representative, who may make copies thereof and take extracts therefrom during the performance of the Contract and for a period of one (1) year thereafter.

The Contracting Authority and DND shall have access to the Work at any time during working hours where any part of the Work is being carried out and may make examinations and such tests of the Work as they may think fit under the circumstances. Should the Work or any part thereof not be in accordance with the requirements of the Contract, the authorized DND representative shall have the right to reject the Work and require its correction or replacement at the Contractor's expense. DND shall inform the Contractor of the motives for any such rejection.

Notwithstanding the foregoing, all materiel is subject to verification and acceptance by DND at destination prior to payment. The authorized DND representative at destination may either be the consignee(s), the Technical Authority, or the Quality Assurance Authority.

D5543D (23/11/98) Contractor Quality System (QAC C)

Effective 13/12/02, this clause is superseded by D5543D.

D5543T (31/03/95) Contractor Quality System (QAC C)

This clause is cancelled effective 23/11/98.

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Remarks: Use this clause when ISO 10012-1 is the requirement. This clause shall be used in conjunction with ISO 9001 (QAC X), ISO 9002 (QAC Y) and/or AQAP 150 (QAC F) as appropriate.

D5544D (13/12/02) Quality Assurance - ISO 10012-1

The Contractor's measurement and calibration system shall be in accordance with the requirements of:

ISO 10012-1, *Quality Assurance Requirements for Measuring Equipment* -- Part 1: Metrological confirmation system for measuring equipment, published by the International Organization for Standardization, current edition at date of submission of Contractor's bid.

D5544D (23/11/98) Quality Assurance - ISO 10012-1

Effective 13/12/02, this clause is superseded by D5544D.

D5545D (15/12/95) ISO 9000 Certification Requirement

This clause is cancelled effective 25/05/01.

Remarks: Use the following clause when the requisition specifies U.S. Federal Aviation Administration (FAA) and/or Canadian Department of Transport regulations (DND QAC J). If the requisition has multiple Quality Assurance (QA) codes, the contracting officer is to identify the line item numbers which are associated with each QA clause.

D5580D (23/11/98) Civil Aircraft Inspection (QAC J)

The Work described herein shall be inspected in compliance with the requirements of the U.S. Federal Aviation Administration (FAA) and/or the Canadian Department of Transport (DOT) civil aircraft regulations and is subject to verification by the Department of National Defence at destination. Proof of inspection shall accompany each shipment.

The materiel is to be released for shipment to the consignee(s) using properly completed FAA or DOT approved inspection documents. The completed inspection document(s) shall be attached to, or enclosed with, each shipment, as applicable, in compliance with FAA/DOT regulations.

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D5580D (31/03/95) Inspection - U.S. FAA/DOT (QAC J)

Effective 23/11/98, this clause is superseded by D5580D.

D5600D (01/12/92) Release Documents U.S. FAA/DOT

Effective 31/03/95, this clause is superseded by D5580D.

D5601C (01/06/91) Release Documents - CF 1280

This clause is cancelled effective 01/08/92.

Remarks: Use the following clause when Quality Assurance Authority clause (D5510D) was used. At the contract stage, include clause D5620C.

D5601D (30/10/96) Release Documents - Contractor

Materiel is to be released for shipment using one of the release documents indicated below:

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Unless otherwise directed by the Department of National Defence (DND) Quality Assurance Authority, signature of the DND Quality Assurance Representative (QAR) on the release document is not required.

Materiel is to be released for shipment using either DND form CF 1280, Certificate of Inspection and Release, or a release document containing the same information. Release document(s) shall be prepared by the Contractor.

For return of materiel from repair and overhaul contractors to the Canadian Forces Supply System (CFSS), use DND form CF 2302 in lieu of DND form CF 1280.

FOR U.S. CONTRACTORS

D - DELIVERY, INSPECTION AND ACCEPTANCE

Materiel is to be released for shipment using a DD Form 250, Materiel Inspection and Receiving Report, or a release document containing the same information and acceptable to the QAR. Release document(s) shall be prepared by the Contractor.

FOR NON-CANADIAN CONTRACTORS (EXCEPT U.S)

Materiel is to be released for shipment using a Certificate of Conformity in accordance with NATO STANAG 4107 which shall be prepared by the Contractor.

D5601D **(31/03/95)** **Release Documents - Contractor**

Effective 30/10/96, this clause is superseded by D5601D.

D5601T **(01/06/91)** **Release Documents - CF 1280**

Effective 01/08/92, this clause is superseded by D5601D.

D5602C **(01/06/91)** **Release Documents - CF 1280 (U.S.)**

Effective 01/08/92, this clause is superseded by D5601D.

D5602T **(01/06/91)** **Release Documents - CF 1280 (US)**

Effective 01/08/92, this clause is superseded by D5601D.

D - DELIVERY, INSPECTION AND ACCEPTANCE

D5603C (01/06/91) Release Documents - CF 1280/Site Instal.

Effective 01/08/92, this clause is superseded by D5701C.

D5603T (01/06/91) Release Documents - CF1280/Site Install.

Effective 01/08/92, this clause is superseded by D5701C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following document distribution clause if the clause D5601D was used except where the contract is for Canadian Repair and Overhaul Contractors on the Canadian Forces Supply System. Procurement officers are to insert the designation of the originator of the requisition.

D5620C (16/02/98) Release Documents - Distribution

1. Release documents prepared by the Contractor shall be distributed as follows:

- (a) **Copy 1:** mail to consignee marked: "Attention: Receipts Officer";
- (b) **Copies 2 and 3:** with shipment (in a waterproof envelope) to the consignee;
- (c) **Copy 4:** to the Contracting Authority;
- (d) **Copy 5:** to:

National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2

Attention: _____

- (e) **Copy 6:** to the Quality Assurance Representative;
- (f) **Copy 7:** to the Contractor;
- (g) **Copy 8:** all non-Canadian Contractors to:

DQA/Contract Administration
National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive

D - DELIVERY, INSPECTION AND ACCEPTANCE

Ottawa, ON K1A 0K2

NOTE: For into-plane refuelling contracts copies 2, 3, 4 and 5 are not required and may be destroyed.

D5620C (31/03/95) Release Documents - Distribution

Effective 16/02/98, this clause is superseded by D5620C.

Remarks: Use the following clause when the requisition is for ship repairs (DND QAC L). Include clauses D5510D and D5651D.

D5650D (01/08/92) GQA - controlled/inspected - Ship Repairs

The Work described herein shall be controlled and inspected in compliance with the requirements of General Conditions DSS-MAS 1026A, Supplies - Fixed Price, and Supplemental General Conditions DSS-MAS 1029, Ship Repairs.

Remarks: Use the following clause when clause D5650D was used.

D5651D (31/03/95) Release Documents/Acceptance of Ships

The acceptance of ships and vessels shall be in accordance with the procedures of CFTO C-03-005-012/AM-001, Part 13, using form CF 1148, Report of Inspection of (SHIP) and, as applicable, form CF 702, Acceptance of (SHIP) into the Canadian Forces.

D5651D (01/08/92) GQA - Acceptance of Ships

Effective 31/03/95, this clause is superseded by D5651D.

D - DELIVERY, INSPECTION AND ACCEPTANCE

D5700D (01/08/92) GQA - Site Install

This clause is cancelled effective 01/05/93.

D5701C (01/12/92) GQA - Site Instal - Release Documents

This clause is cancelled effective 01/05/93.

D5701C (01/08/92) GQA - Site Instal - Release Documents

Effective 01/12/92, this clause is superseded by D5701C.

D5710D (01/08/92) EMC Compliance Testing

This clause is cancelled effective 31/03/95.

D5720D (01/08/92) Test Reports - Grade 8 Fasteners

This clause is cancelled effective 31/03/95.

D - DELIVERY, INSPECTION AND ACCEPTANCE

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause to outline Bidder/Contractor responsibility to inspect and provide an inspection/test report of actual measurements taken when procurement is for Safety Critical Class 3 Threaded Fasteners, NSN classes 5305, 5306, 5307, 5310 and 5315.

D5725D (01/06/94) Test Reports - Safety Critical Items

1. Items identified as Safety Critical Class 3 fasteners on the Contract, require the Contractor to provide to the Quality Assurance Representative (QAR) a valid inspection/test report of the results obtained for the following parameters:
 - (a) "go" functional diameter size;
 - (b) pitch diameter size;
 - (c) major diameter size (external threads only);
 - (d) minor diameter size (does not apply to MIL-S-7742 external threads);
 - (e) root radius (applies to MIL-S-8879 external threads only);
 - (f) flank angle;
 - (g) lead (including helix variations);
 - (h) circularity;
 - (j) taper;
 - (k) runout; and
 - (l) surface roughness
2. If the differential between "GO" Functional and Pitch diameter does not exceed 0.5 for MIL-S-7742 or 0.4 for MIL-S-8879 of the Pitch diameter tolerance, inspection of the Flank Angle and Lead (including helix variations) is not necessary.
3. Definitions of these terms can be found in the latest revision of MIL-S-7742 or MIL-S-8879.
4. The Contractor shall provide actual measurement results obtained for 100 percent of the contract quantity.
5. If the inspection/test report is not available from the manufacturer, the Contractor shall have the inspection performed, at the Contractor's expense, either at his own facility or at a facility acceptable to the QAR.
6. The Bidder/Contractor hereby certifies that the stated unit price for each of the items identified above includes the Test Reports called up under this clause.

Signature

Date

7. Failure to provide this certification will result in your bid being declared as non-responsive.
- _____

D - DELIVERY, INSPECTION AND ACCEPTANCE

D5725D (01/08/92) Test Reports - Safety Critical Items

Effective 01/06/94, this clause is superseded by D5725D.

D5726D (01/06/94) Test Reports - Non-safety Critical Items

This clause is cancelled effective 31/03/95.

D5726D (01/08/92) Test Reports - Non-safety Critical Items

Effective 01/06/94, this clause is superseded by D5726D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause for maintenance or repair and overhaul contracts when the work is performed on-site by a mobile repair party.

D5800D (01/06/91) Inspection and Acceptance

The Contractor shall comply with the requirements of _____.

All matters, pertaining to the performance of Work on-site shall be referred to _____, who shall signify satisfactory completion and acceptance of the Work by signing _____.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

D5801D (13/12/02) Acceptance Document (Civilian)

1. On delivery of the said vessel to Canada, form PWGSC-TPSGC 1205, Ship Refit and Repair - Civilian Departments (Acceptance Form - Victoria), shall be completed and signed as required on the form.
2. The Acceptance Form is to be completed in quintuplicate: distribution is to be made by Public Works and Government Services Canada field representative as follows:

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- (a) original to: Contracting Authority
 - (b) copy to: _____
 - (c) copy to: _____
 - (d) copy to: _____
 - (e) copy to: _____
-

D5801D (16/02/98) Acceptance Document (Civilian)

Effective 13/12/02, this clause is superseded by D5801D.

D5802D (01/06/91) Acceptance Document

On delivery of the vessel to the Crown, the Acceptance Document, form DND-MDN CF1148, shall be completed and signed.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

D5900D (16/02/98) Pricing

1. For the provision of Inspection Services as and when required during the period commencing _____ until _____ to carry out the above work, on an all inclusive firm per diem chargeout rate.

CALENDAR YEAR: 19____

\$_____ per diem

2. Overtime, if necessary, and where authorized by the Senior Inspector of the Department of Public Works and Government Services Inspection Office, at the following firm chargeout rates:

Outside regular hours: \$_____
Monday to Friday incl.: per hour

Outside regular hours: \$_____
Saturday and Sunday: per hour.

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D5900D (01/06/91) Pricing

Effective 16/02/98, this clause is superseded by D5900D.

D5901D (16/02/98) Inspection Office - DPWGS

The Inspectors shall report to the Senior Inspector of the Department of Public Works and Government Services (DPWGS) Inspection Office: _____.

DPWGS Inspection Office: _____.

The worksite shall be co-located with the DPWGS Inspection Office.

D5901D (01/06/91) Inspection Office - DSS

Effective 16/02/98, this clause is superseded by D5901D.

D5902D (16/02/98) Personal Suitability

In the event that the assigned inspector cannot perform his or her duties for any reason whatsoever, or, in the opinion of the Chief Inspector, is not discharging his or her duties satisfactorily, the Inspector shall be removed and replaced upon thirty (30) days' notice of dissatisfaction.

D5902D (01/06/91) Personal Suitability

Effective 16/02/98, this clause is superseded by D5902D.

D - DELIVERY, INSPECTION AND ACCEPTANCE

D5903D (16/02/98) Professional Qualifications

Effective 15/06/98, this clause is superseded by D5903T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

D5903T (15/03/98) Professional Qualifications

1. Marine Inspectors shall be qualified by the Inspection and Technical Services Directorate of the Department of Public Works and Government Services, Aerospace, Marine and Electronics Systems Sector, Ottawa, Ontario.
2. The qualification process will include a Résumé review and where necessary a personal interview to assess candidate's knowledge, ability and experience. Bidders are to identify proposed candidates, their area of expertise, and provide Résumés for evaluation.

Candidate	Area of expertise
1. _____	_____
2. _____	_____
3. _____	_____

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

D5904D (01/06/91) Inspection and Technical Services

ANTICIPATED LEVEL OF EFFORT - INSPECTION AND TECHNICAL SERVICES:

1. For planning purposes only the anticipated level of effort for each discipline will be:
 - (a) hull: _____ days;
 - (b) electrical: _____ days;
 - (c) electronics: _____ days;
 - (d) machinery: _____ days.
-

D - DELIVERY, INSPECTION AND ACCEPTANCE

D5909D (16/02/98) Administration Provisions

Effective 21/06/99, this clause is superseded by B9029D.

D5910D (01/06/91) Conflict of Interest

Effective 21/06/99, this clause is superseded by K2205D.

D5911D (01/06/91) Method of Payment

Effective 16/02/98, this clause is superseded by H1000D.

D5912D (31/01/92) Method of Payment

Effective 16/02/98, this clause is superseded by H1000D.

D5913D (31/01/92) Method of payment

Effective 01/08/92, this clause is superseded by M5002D.

D - DELIVERY, INSPECTION AND ACCEPTANCE

D6000C (01/06/91) **Shipping Instructions**

Effective 15/09/97, this clause is superseded by D6000D.

Remarks: Use the following clause in contracts placed with a U.S. supplier. When requests for routing instructions are received from the supplier, the contracting officer will refer such requests to the Traffic Management Directorate to obtain details of routing instructions.

D6000D (15/09/97) **Shipping Instructions**

1. In cases where the Contractor pays the shipping charges and absorbs these charges as part of the purchase price, the Contractor may ship the goods in accordance with its regular shipping practice.
2. In cases where Canada either pays the shipping charges or the Contractor pays the shipping charges and Canada reimburses the Contractor for direct and identifiable shipping charges, Canada reserves the right to provide shipping instructions to the Contractor, as follows:
 - (a) for shipments under 10,000 lbs the contractor shall, unless otherwise directed, ship the goods in accordance with its regular shipping practice,
 - (b) for shipments weighing 10,000 lbs or over, the Contractor shall:
 - (i) provide at the first opportunity the Contracting Authority with the following information:
 - Contract Number;
 - Commodity and Freight Classification;
 - Gross Weight and Cube of Shipment;
 - Name of Railway serving the Contractor's Plant Site (if applicable);
 - Shipping Point and Address;
 - Date of Availability;
 - Consignee and Destination Address;
 - Contractor's Recommended Method of Shipment and Cost;
 - Type of Packaging and Dimensions of each Package;
 - if shipment is dangerous goods/hazardous materiel, the UN Number, Class, Division, Packing Group and Packing Instructions;
 - Contact Name and Phone Number; and
 - (ii) not make any shipment prior to receiving directions from the Contracting Authority concerning mode of shipment, carrier, routing, and method of billing for transportation charges.

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D6001C (01/06/91) **Shipping Instructions**

Effective 15/09/97, this clause is superseded by D6000D.

D6002C (01/06/91) **Shipping Notices**

This clause is cancelled effective 16/02/98.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

D6003D (01/06/91) **Consignee**

Shipment shall be consigned to: _____

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

D6004D (01/06/91) **Consignee**

Shipment shall be consigned FOB including all delivery charges to: _____

D6005D (01/06/91) **Consignee**

This clause is cancelled effective 16/02/98.

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Remarks: Use this clause when contractors must obtain shipping instructions for ammunition.

D6006D (30/10/96) Shipping Instructions, Ammunition

1. At or prior to ammunition deliverable end items becoming available for shipment, the Contractor shall request shipping instructions from the Contracting Authority and provide the following information:
 - (a) Work Order Number;
 - (b) NATO Stock Number and Description; and
 - (c) recommended method of shipment.
 2. The Contractor shall not ship any ammunition deliverable end items until instructions are received from the Contracting Authority.
-

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all ship repair contracts and on conversion contracts as required. (Amendments to contracts should be made as appropriate.) Enter fill-in data.

D6007C (21/06/99) Work Period - Marine

Work to commence and be completed as follows:

COMMENCE: _____

COMPLETE: _____

D6007C (01/06/91) Delivery - Ship Repair

Effective 21/06/99, this clause is superseded by D6007C.

Remarks: Use this clause to define delivery tolerances for special production runs of batteries.

D6008D (30/10/96) Quantity Supplied, Batteries

1. Where the Contractor is required to supply other than commercial off-the-shelf batteries or must make a special production run of batteries, the following over/under run allowances are acceptable:

D - DELIVERY, INSPECTION AND ACCEPTANCE

- (a) for quantities 1 to 500, plus or minus 5 percent;
 - (b) for quantities 501 to 5000, plus or minus 2.5 percent; and
 - (c) for quantities in excess of 5000, plus or minus 1 percent.
-

Remarks: Use this clause in contracts where destination and delivery schedules are not known at the time of execution:

D6009D (01/12/00) Shipping Instructions

1. The Contractor shall ship prepaid free on board destination. Unless otherwise directed, delivery shall be made by the most economical means. Shipping charges shall be shown as a separate item on the Contractor's invoice.
 2. The Contractor shall make deliveries to Canadian Forces (CF) Supply Depots by appointment only. The Contractor or its carrier shall arrange delivery appointments by contacting the Depot Traffic Section at the appropriate location shown below. The consignee may refuse shipments when prior arrangements have not been made.
 - (a) 7 CF Supply Depot Lancaster Park
Edmonton, Alta
(780) 973-4011, ext. 4524
 - (b) 25 CF Supply Depot Montreal
Montreal, Qué.
(514) 252-2777, ext. 2363
 - (c) 2B1 CF Esquimalt
Esquimalt, B.C.
(250) 363-4963
 - (d) 7H1 CF Halifax
Halifax, N.S.
(902) 427-0550
-

D6009D (12/05/00) Shipping Instructions

Effective 01/12/00, this clause is superseded by D6009D.

D - DELIVERY, INSPECTION AND ACCEPTANCE

Remarks: Use this clause to define the palletization requirements for shipments to Canadian Forces Supply Depots.

D6010D (30/10/96) Palletization

The Contractor shall strap, and if necessary wrap, shipments on standard 48 in. x 40 in. wood or fibreboard pallets supplied without cost to Canada by the Contractor. Total height including pallet shall not exceed 48 in. for delivery to 25 CFSD (1B) and 42 in. for delivery to 7 CFSD (1A). Any exception shall require the prior approval of the Contracting Authority.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in contracts where the deliverables have not been specifically identified in the Statement of Work and there will be items in addition to reports. List each item along with its applicable delivery date.

D9000C (01/12/00) Deliverables

1. The Contractor shall deliver the following items to the Technical Authority at the place and time designated hereunder:

Item	Delivery Date
1. _____	_____
2. _____	_____
3. _____	_____

2. The Contractor shall notify the Contracting Authority, in writing, once these items have been delivered.
-

D9000C (16/02/98) Deliverables

Effective 01/12/00, this clause is superseded by D9000C.

D - DELIVERY, INSPECTION AND ACCEPTANCE

D9001C **(01/06/91)** **Printing Requirements**

This clause is cancelled effective 31/03/95.

D9002C **(16/02/98)** **Incomplete Assemblies**

The Contractor shall not ship incomplete assemblies against this order, unless prior authority for such shipment has been obtained from the Contracting Authority.

D9002C **(01/06/91)** **Incomplete Assemblies**

Effective 16/02/98, this clause is superseded by D9002C.

D9003C **(31/01/92)** **Deliverables**

Effective 16/02/98, this clause is superseded by D9003D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

D9003D **(01/12/00)** **Deliverables**

The following deliverables are required during the performance of the contract: _____.

D - DELIVERY, INSPECTION AND ACCEPTANCE

D9003D **(16/02/98)** **Deliverables**

Effective 01/12/00, this clause is superseded by D9003D.

D9004C **(31/01/92)** **Deliverables**

Effective 16/02/98, this clause is superseded by D9003D.

Section 5

E - FINANCIAL SECURITY

E - FINANCIAL SECURITY

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause when clause E0004T is used in the bid solicitation. The contracting officer is to fill in data required under paragraphs 1 and 2 (percentage requested only).

E0001T (13/12/02) Security Deposits and/or Surety Bonds

1. Enclosed with this bid is the requested security consisting of:
 - (a) security deposit (government guaranteed bonds, bills of exchange, irrevocable standby letters of credit) in the amount of \$ _____, being not less than _____ percent of the bid price; or
 - (b) a bid bond in the amount of \$ _____, being not less than _____ percent of the bid price, issued by _____.
 2. If this bid is accepted, the Bidder shall be required to provide contract financial security within _____ days of contract award as follows:
 - (a) a performance bond in the amount of _____ percent of the Contract Price, issued by a surety listed in Treasury Board (TB) Appendix L, Acceptable Bonding Companies (http://www.tbs-sct.gc.ca/pubs_pol/dcgpubs/Contracting/contractingpol_1_e.html), on the format shown as Annex 7.3, Performance Bond, attached hereto; OR
 - (b) a performance bond and a labour and material payment bond, each in the amount of _____ percent of the Contract Price, issued by a surety listed in TB Appendix L, Acceptable Bonding Companies, on the format shown as Annex 7.3, Performance Bond and Annex 7.2, Labour and Material Payment Bond, attached hereto; OR
 - (c) a labour and material payment bond in the amount of _____ percent of the Contract Price, issued by a surety listed in TB Appendix L, Acceptable Bonding Companies, on the format shown as Annex 7.2, Labour and Material Payment Bond, attached hereto, plus the security deposit furnished in accordance with 1.(a) above, both of which Canada will retain; OR
 - (d) a security deposit (government guaranteed bonds, bills of exchange, irrevocable standby letters of credit) to the value of _____ percent of the Contract Price, plus the security deposit furnished in accordance with 1.(a) above, both of which Canada will retain; OR
 - (e) a security deposit (government guaranteed bonds, bills of exchange, irrevocable standby letters of credit) to the value of _____ percent of the Contract Price.
 3. If, for any reason, Canada does not receive, within the specified period, the Contract executed by the bidder and the financial security described above, Canada may retain the bid security and may accept any offer, seek new bids, negotiate a contract or not accept any bids, as Canada may deem advisable.
-

E - FINANCIAL SECURITY

E0001T (01/12/00) Security Deposits and/or Surety Bonds

Effective 13/12/02, this clause is superseded by E0001T.

E0002T (01/06/91) Security Deposits and/or Surety Bonds

This clause is cancelled effective 16/02/98.

Remarks: Use the following clause in bid solicitations which allow security deposits as bid security.

E0003T (16/02/98) Security Deposit

1. The security deposit (government guaranteed bonds, bills of exchange, irrevocable standby letters of credit) shall be held by Canada as security for entry into contract and the furnishing of required contract security acceptable to Canada. In the event of any default or non-performance by the Bidder, the said sum shall be forfeited to Canada, up to the amount of the difference between the bid price and the amount of the contract entered into by Canada for the work, supplies and services which are specified in this bid. Otherwise, a security deposit will be dealt with as follows:
 - (a) it will be returned to the unsuccessful Bidder when a contract is awarded;
 - (b) it will be returned to the Contractor if surety bonds are permitted and submitted as contract financial security;
 - (c) it will be applied to and form part of contract financial security if surety bonds are not submitted. Security deposits in the form of bills of exchange shall be deposited to the credit of the Consolidated Revenue Fund and shall bear simple interest, calculated on the basis of the rates which are in effect during the period that the deposit is held. These rates are published monthly by the Department of Finance and are set to be equal to the average yield on 90-day Treasury Bills less 1/8 of 1 percent. Interest shall be paid annually or, if the term of the deposit is less than twelve (12) months, when the security deposit is returned to the Contractor. A Contractor may, however, request the Minister to hold and not cash the bill of exchange, in which case no interest will become payable.
-

E - FINANCIAL SECURITY

E0003T (01/06/91) Security Deposit

Effective 16/02/98, this clause is superseded by E0003T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in bid solicitations where bid financial security is required. Contracting officers should insert percentages and amounts in paragraph 3. (Refer to the *Supply Manual*, procedure 6C.279).

This clause is to be used in conjunction with E0008D, Definitions.

E0004T (13/12/02) Financial Security

1. Bid financial security is required and shall consist of:
 - (a) a security deposit as defined hereunder, or
 - (b) a bid bond issued by a surety listed in Treasury Board Appendix L, Acceptable Bonding Companies
(http://www.tbs-sct.gc.ca/pubs_pol/dcgpubs/Contracting/contractingpol_e.html), on the format shown as Annex 7.1, Bid Bond, attached hereto.
 2. Security deposits in the form of coupon bonds must have attached thereto all coupons that are unmatured at the time such bonds are delivered to Canada. Canada may, from time to time detach matured coupons and send them to the bidder at the address noted on the bid, unless advised otherwise by the Contractor.
 3. Where the bid price is \$250,000 or less, the security deposit shall be _____ percent thereof. Where the bid price exceeds \$250,000, the security deposit shall be \$_____ plus _____ percent of the amount by which the bid price exceeds \$250,000, to a maximum of \$_____.
 4. Bidders who supply a security deposit as bid security are required to submit their bids under seal (does not apply in Quebec).
-

E0004T (01/12/00) Financial Security

Effective 13/12/02, this clause is superseded by E0004T.

E - FINANCIAL SECURITY

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in contracts which provide for a security deposit as contract financial security.

This clause is to be used in conjunction with E0008D, Definitions.

E0005C (01/12/00) Security Deposit

1. (a) The Contractor shall deposit with Canada a security deposit in the amount of \$ _____ within _____ calendar days of the Contract date. If, for any reason, Canada does not receive, within the specified period, the Contract executed by the Contractor and the security deposit in the amount set out above, Canada may retain the bid security provided and may accept any offer, seek new bids, negotiate a contract or not accept any bids as Canada may deem advisable.
- (b) If the security deposit is in the form of a coupon bond, the bond shall have attached thereto all coupons that are unmatured at the time the security deposit is given. Canada may, from time to time, detach matured coupons and send them to the Contractor at the address provided for by this agreement for the sending of notices, unless advised otherwise by the Contractor.
- (c) If the security deposit is in the form of a bill of exchange, Canada shall deposit it in an open account in the Consolidated Revenue Fund. Security deposits in the form of the bills of exchange that are deposited to the credit of the Consolidated Revenue Fund shall bear simple interest, calculated on the basis of the rates which are in effect during the period that the deposit is held.

These rates are published monthly by the Department of Finance and are set to be equal to the average yield on 90-day Treasury Bills less 1/8 of 1 percent. Interest shall be paid annually or when the security deposit is returned to the Contractor, if earlier. A Contractor may, however, request Canada hold and not cash the bill of exchange, in which case no interest will become payable.

2. Canada may convert the security deposit to the use of Canada if any circumstance exists which would entitle Canada to terminate the Contract for default, but any such conversion shall not constitute termination.
3. Where Canada so converts the security deposit:
 - (a) the proceeds thereof shall be used to complete the Work according to the terms of the Contract to the nearest extent that it is feasible to do so and any balance left thereafter shall be returned to the Contractor on completion of the warranty period; and
 - (b) if Canada enters into an agreement outside the Contract to have the Work completed, the Contractor shall:
 - (1) be deemed to have irrevocably abandoned the Work; and
 - (2) remain liable for the excess cost of completing the Work if the amount of the security deposit is not sufficient for such purpose. ("Excess cost" means any amount over and above the amount of the Contract Price remaining unpaid together with the amount of the security deposit.)

E - FINANCIAL SECURITY

4. If Canada does not convert the security deposit to the use of Canada prior to the date of completion of the warranty period, Canada shall return the security deposit to the Contractor within a reasonable time after such date.
-

E0005C (21/06/99) Security Deposit

Effective 01/12/00, this clause is superseded by E0005C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

E0006D (01/08/92) Financial Security

The Contractor shall provide Financial Security as outlined at Annex "____" attached to and forming part of this Contract. List of companies whose guarantee bonds may be accepted by the Government of Canada and samples of "Performance Bond" and "Labour and Material Payment Bond" incorporated in the Request for Proposal (RFP) form part of this Contract.

E0006D (31/01/92) Financial Security

Effective 01/08/92, this clause is superseded by E0006D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause when contract security is required, and in conjunction with E0005C and E0008D.

E0007T (13/12/02) Contract Financial Security

1. If this bid is accepted, the bidder shall be required to provide contract financial security within _____ calendar days of contract award as follows:
- (a) a performance bond in the amount of _____ percent of the Contract Price, issued by a surety listed in Treasury Board (TB) Appendix L, Acceptable Bonding Companies

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(http://www.tbs-sct.gc.ca/pubs_pol/dcgpubs/Contracting/contractingpol_e.html), on the format shown as Annex 7.3, Performance Bond, attached hereto; OR

- (b) a performance bond and a labour and material payment bond, each in the amount of _____ percent of the Contract Price, issued by a surety listed in TB Appendix L, Acceptable Bonding Companies, on the format shown as Annex 7.3, Performance Bond and Annex 7.2, Labour and Material Payment Bond, attached hereto; OR
 - (c) a labour and material payment bond in the amount of _____ percent of the Contract Price, issued by a surety listed in TB Appendix L, Acceptable Bonding Companies, on the format shown as Annex 7.2, Labour and Material Payment Bond, attached hereto; OR
 - (d) a security deposit (government guaranteed bonds, bills of exchange, irrevocable standby letters of credit) to the value of _____ percent of the Contract Price.
2. If, for any reasons, Canada does not receive, within the specified period, the Contract executed by the bidder and the requested contract financial security described above, Canada may accept another offer, seek new bids, negotiate a contract or not accept any bids, as Canada may deem advisable.
3. Security deposits in the form of coupon bonds must have attached thereto all coupons that are unmatured at the time such bonds are delivered to Canada. Canada may, from time to time detach matured coupons and send them to the bidder at the address noted on the bid, unless advised otherwise by the Contractor.

E0007T (01/12/00) Contract Financial Security

Effective 13/12/02, this clause is superseded by E0007T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in conjunction with E0004T, E0005C and E0007T.

E0008D (21/06/99) Contract Financial Security

In this clause,

"security deposit" means

- (a) a bill of exchange
 - (1) that is payable to the Receiver General for Canada, and

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- (2) that is certified by an approved financial institution or drawn by an approved financial institution on itself; or
- (b) a Government guaranteed bond; or
- (c) an irrevocable standby letter of credit, or
- (d) such other security as may be deemed appropriate by the Contracting Authority (Department of Public Works and Government Services) and approved by Treasury Board;

"approved financial institution" means

- (a) any corporation or institution that is a member of the Canadian Payments Association;
- (b) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the "Régie de l'assurance-dépôts du Québec" to the maximum permitted by law;
- (c) a credit union as defined in the *Income Tax Act*; or
- (d) a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by Canada in right of a province.

"Government guaranteed bond" means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is:

- (a) payable to bearer; or
- (b) accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the Domestic Bonds of Canada Regulations; or
- (c) registered in the name of the Receiver General for Canada.

"irrevocable standby letter of credit" means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its own behalf, is to make a payment to or to the order of Canada, as the beneficiary, or is to accept and pay bills of exchange drawn by Canada, or authorizes another financial institution to effect such payment, or accept and pay such bills of exchange, or authorizes another financial institution to negotiate, against written demand(s) for payment provided that the terms and conditions of the letter of credit are complied with.

The letter of credit shall:

- (a) state the face amount which may be drawn against it;
- (b) state its expiry date;
- (c) provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his/her office;
- (d) provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit;

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- (e) provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice for Documentary Credits, 1993 Revision, ICC Publication No. 500;
- (f) clearly specify that it is irrevocable or deemed to be irrevocable pursuant to article 6c) of the ICC Uniform Customs and Practice for Documentary Credits, 1993 Revision, ICC Publication No. 500; and
- (g) be issued or confirmed, in either official language, by a financial institution which is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

"**completion of warranty period**" means the later of the date upon which the warranty period expires by the passage of time or the date upon which the obligation of the Contractor related to the warranty provisions of the Contract have been fulfilled.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in contracts which provide for a performance bond as contract financial security.

E5000C (01/06/91) Performance Bonds

In order to ensure that funds will be available to complete the Work according to the terms of the Contract, the Contractor shall, within _____ days after the date of this agreement, furnish the Minister with a duly executed performance bond substantially in the form of Annex B hereto; such bond shall be in the amount of \$_____ being _____ percent of the Contract Price on the date of this agreement; the surety to such bond shall be a company approved by or on behalf of the Treasury Board of Canada.

Full compliance by the Contractor with this requirement shall be a condition precedent to the payment of any monies to the Contractor which, by the terms of the Contract, would otherwise be payable by or on behalf of Canada.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in contracts which provide for a labour and material payment bond as contract financial security.

E8000C (01/06/91) Labour and Material Payment Bond

1. In order to provide funds for unpaid labour, material and service subcontractors, the Contractor shall, within _____ days after the date of this agreement, furnish the Minister with a duly executed labour and material payment bond substantially in the form of Annex C hereto; such bond shall be in the amount of \$_____ being _____ percent of the amount of the Contract Price on the date of this agreement; the surety to such bond shall be a company approved by or on behalf of the Treasury Board of Canada.

2. The Contractor shall post a copy of the bond that is plainly visible where any of the Work is performed.

Full compliance by the Contractor with the requirements set out in paragraphs 1 and 2 shall be a condition precedent to the payment of any monies to the Contractor which, by the terms of the Contract, would otherwise be payable by or on behalf of Canada.

Section 5

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F0000D **(01/12/92)** **Industrial Security - General Remarks**

This clause is cancelled effective 24/05/02.

F0001D **(03/02/97)** **Security Requirements**

This clause is cancelled effective 24/05/02.

F0001D **(15/12/95)** **Security Requirements**

Effective 03/02/97, this clause is superseded by F0001D.

F0005D **(03/02/97)** **Security Requirements**

This clause is cancelled effective 24/05/02.

F0005D **(15/12/95)** **Security Requirements**

Effective 03/02/97, this clause is superseded by F0005D.

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Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in consultation with the Canadian and International Industrial Security Directorate.

Completion of the Security Requirement Check List, form TBS/SCT 350-103, is mandatory and is available on line at www.ciisd.gc.ca, or in paper version in the *Supply Manual*, Annex 6.13.

F1005D (13/12/02) Protected Information - No Document Safeguarding Capability

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) issued by the Canadian and International Industrial Security Directorate (CIISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CIISD/PWGSC.
3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CIISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List, attached at Annex _____;
 - (b) *Industrial Security Manual* (latest edition).

F1005D (24/05/02) Protected Information - No Document Safeguarding Capability

Effective 13/12/02, this clause is superseded by F1005D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause when:

- **RELIABILITY** screening is required (Block #12);

- Access to **SENSITIVE WORK SITES ONLY** for janitorial, maintenance, snow removal, etc. types of procurement.

NOTE: ** The clause must identify the procurement, i.e. a Contract or Standing Offer, as applicable.

PERSONNEL ASSIGNED - PROTECTED

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F1006D (13/12/02) Security Requirement for Canadian Supplier - No Access to Protected Information

Security Requirement: ** PWGSC FILE # _____

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) at the level of RELIABILITY STATUS, issued by the Canadian and International Industrial Security Directorate (CIISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CIISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CIISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List, attached at Annex _____;
 - (b) Industrial Security Manual (latest edition).

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in consultation with the Canadian and International Industrial Security Directorate.

Completion of the Security Requirement Check List, form TBS/SCT 350-103, is mandatory and is available on line at www.ciisd.gc.ca, or in paper version in the *Supply Manual*, Annex 6.13.

F1010D (13/12/02) Document Safeguarding and/or Production Capabilities - No EDP

1. The Contractor/Offeror must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), with approved: ***(Choose only one of the following options and delete the others.)***

Document Safeguarding at the level of PROTECTED _____.

Document Safeguarding and Production Capabilities at the level of PROTECTED _____.

Document Safeguarding at the _____ level and Production Capabilities at the level of _____, issued by the Canadian and International Industrial Security Directorate, Public Works and Government Services Canada.
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Canadian and International Industrial Security Directorate (CIISD), Public Works and Government Services Canada (PWGSC).

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3. Processing of PROTECTED materiel on Automatic/Electronic Data Processing equipment at the Contractor/Offeror's site is NOT permitted under this Contract/Standing Offer.
 4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CIISD/PWGSC.
 5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List, attached at Annex _____;
 - (b) *Industrial Security Manual* (latest edition).
-

F1010D (24/05/02) Document Safeguarding and/or Production Capabilities - No EDP

Effective 13/12/02, this clause is superseded by F1010D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in consultation with the Canadian and International Industrial Security Directorate.

Completion of the Security Requirement Check List, form TBS/SCT 350-103, is mandatory and available on line at www.ciisd.gc.ca, or in the *Supply Manual*, Annex 6.13.

F1015D (13/12/02) Reliability Status, Designated Organization Screening and Production Capability - No EDP

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved: ***(Choose only one of the following options and delete the others.)***

Document Safeguarding at the level of PROTECTED _____.

Document Safeguarding and Production Capabilities at the level of PROTECTED _____.

Document Safeguarding at the _____ level and Production Capabilities at the level of _____, issued by the Canadian and International Industrial Security Directorate, Public Works and Government Services Canada.
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Canadian and International Industrial Security Directorate (CIISD), Public Works and Government Services Canada (PWGSC).

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3. The Contractor/Offeror MUST NOT perform any PROTECTED Automatic/Electronic Data Processing and/or production until CIISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED _____.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CIISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List, attached at Annex _____;
 - (b) Industrial Security Manual (latest edition)

F1015D (24/05/02) **Enhanced Reliability, Designated Security Clearance and Production Capability - No EDP**

Effective 13/12/02, this clause is superseded by F1015D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in consultation with the Canadian and International Industrial Security Directorate.

Completion of the Security Requirement Check List, form TBS/SCT 350-103, is mandatory and is available on line at www.ciisd.gc.ca, or in paper version in the *Supply Manual*, Annex 6.13.

NOTE: **The clause must identify the procurement, i.e. a Contract or Standing Offer as applicable.

F1020D (13/12/02) **Designated Organization Screening and COMSEC - No EDP**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer **, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED _____, as well as a Communications-Electronic Security (COMSEC) PROTECTED _____, and a COMSEC account, issued by the Canadian and International Industrial Security Directorate (CIISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CIISD/PWGSC.
3. The Contractor/Offeror personnel requiring access to COMSEC information or assets must have undergone a COMSEC briefing.
4. The Contractor/Offeror MUST NOT perform any PROTECTED Automatic/Electronic Data Processing and/or production until CIISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED _____.

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5. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CIISD/PWGSC.
6. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List, attached at Annex _____;
 - (b) *Industrial Security Manual* (latest edition), and the *Industrial COMSEC Material Control Manual* (ICMCM) issued through CIISD/PWGSC.

NOTE: Keying material and associated devices bearing (or intended to bear) the caveat, "CRYPTO", are subject to special safeguards at all times, whether: in bulk storage; in custody at user locations; in current use; or awaiting destruction. Keying Material must be stored in a locked, approved security container, in an area protected by security guards or by an intrusion-detection system when left unattended by COMSEC account personnel or authorized users.

**F1020D (24/05/02) Designated Organization, Designated Security Clearance and COMSEC
- No EDP**

Effective 13/12/02, this clause is superseded by F1020D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in consultation with the Canadian and International Industrial Security Directorate.

Completion of the Security Requirement Check List, form TBS/SCT 350-103, is mandatory and is available on line at www.ciisd.gc.ca, or in paper version in the *Supply Manual*, Annex 6.13.

**F1025D (13/12/02) Designated Organization Screening, Enhanced Reliability and
Production Capability - No EDP**

1. This clause and all or part of the Work covered by this clause are PROTECTED and require safeguarding.
2. PRIOR TO THE RELEASE of documentation to the Contractor/Offeror, and at all times during the performance of the Contract/Standing Offer, the Contractor/Offeror must hold a valid Designated Organization Screening (DOS), with approved: ***(Choose only one of the following options and delete the others.)***

Document Safeguarding at the level of PROTECTED _____.

Document Safeguarding and Production Capabilities at the level of PROTECTED _____.

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Document Safeguarding at the _____ level and Production Capabilities at the level of _____, issued by the Canadian and International Industrial Security Directorate, Public Works and Government Services.

3. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Canadian and International Industrial Security Directorate (CIISD), Public Works and Government Services (PWGSC).
4. Processing of PROTECTED materiel on Automatic/Electronic Data Processing equipment at the Contractor/Offeror's site is NOT permitted under this Contract/Standing Offer.
5. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CIISD/PWGSC.
6. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List, attached at Annex _____;
 - (b) *Industrial Security Manual* (latest edition).

F1025D (24/05/02) **Designated Organization, Enhanced Reliability and Production Capability - No EDP**

Effective 13/12/02, this clause is superseded by F1025D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in consultation with the Canadian and International Industrial Security Directorate.

Completion of the Security Requirement Check List, form TBS/SCT 350-103 is mandatory and is available on line at www.ciisd.gc.ca, or in paper version in the *Supply Manual*, Annex 6.13.

F1030D (13/12/02) **Designated Organization Screening - No Safeguarding of Material Overnight**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) at the level of PROTECTED _____, issued by the Canadian and International Industrial Security Division (CIISD), Public Works and Government Services (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CIISD/PWGSC.

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3. The Contractor/Offeror may remove PROTECTED information or assets from the work site(s) as required by this Contract/Standing Offer, but is **NOT AUTHORIZED TO SAFEGUARD MATERIAL OVERNIGHT**. The Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CIISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List, attached at Annex _____;
 - (b) *Industrial Security Manual* (latest edition).

F1030D (24/05/02) Designated Organization - No Safeguarding of Material Overnight

Effective 13/12/02, this clause is superseded by F1030D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in consultation with the Canadian and International Industrial Security Directorate.

Completion of the Security Requirement Check List, form TBS/SCT 350-103, is mandatory and is available on line at www.ciisd.gc.ca, or in paper version in the *Supply Manual*, Annex 6.13.

F1035D (13/12/02) Document Safeguard for Shredding - Protected

1. The attached Security Requirements Check List (SRCL) identifies the security requirements for the destruction of PROTECTED information at the PROTECTED A and B levels using approved shredding equipment on the Contractor/Offeror's premises.
2. The client department must ensure that only PROTECTED material no higher than PROTECTED B level is provided to the Contractor/Offeror for destruction under any resulting Contract/Standing Offer.
3. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B, issued or approved by the Canadian and International Industrial Security Directorate (CIISD), Public Works and Government Services Canada (PWGSC).
4. The Contractor/Offeror personnel performing the shredding services and/or requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CIISD/PWGSC.

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5. Should the Contractor/Offeror choose to utilize the services of mentally challenged individuals, then RELIABILITY STATUS will NOT be required; however, these individuals must be under the constant supervision of an authorized company representative who must hold the required level of RELIABILITY STATUS.
 6. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CIISD/PWGSC.
 7. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List, attached at Annex _____;
 - (b) *Industrial Security Manual* (latest edition).
-

F1035D (24/05/02) Document Safeguard for Shredding - Protected

Effective 13/12/02, this clause is superseded by F1035D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in consultation with the Canadian and International Industrial Security Directorate.

Completion of the Security Requirement Check List, form TBS/SCT 350-103, is mandatory and is available on line at www.ciisd.gc.ca, or in paper version in the *Supply Manual*, Annex 6.13.

F2005D (13/12/02) Facility Security Clearance - No Document Safeguarding Capability

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of _____, issued by the Canadian and International Industrial Security Directorate (CIISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of _____, granted or approved by CIISD/PWGSC.
3. The Contractor/Offeror MUST NOT remove any CLASSIFIED information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CIISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:

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- (a) Security Requirements Check List, attached at Annex ____
 - (b) *Industrial Security Manual* (latest edition).
-

F2005D (24/05/02) Facility Security Clearance - No Document Safeguarding Capability

Effective 13/12/02, this clause is superseded by F2005D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in consultation with the Canadian and International Industrial Security Directorate.

Completion of the Security Requirement Check List, form TBS/SCT 350-103, is mandatory and is available on line at www.ciisd.gc.ca, or in paper version in the *Supply Manual*, Annex 6.13.

F2010D (13/12/02) Facility Security Clearance, Document Safeguarding and Production Capabilities - No EDP

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of _____, with approved: **(Choose only one of the following options and delete the others.)**

Document safeguarding at the level of _____.

Document Safeguarding and Production Capabilities at the level of _____.

Document Safeguarding at the _____ level and Production Capabilities at the level of _____, issued by the Canadian and International Industrial Security Directorate, Public Works and Government Services Canada.

2. The Contractor/Offeror personnel requiring access to CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of _____, granted or approved by the Canadian and International Industrial Security Directorate (CIISD), Public Works and Government Services Canada (PWGSC).
3. Processing of CLASSIFIED information on Automatic/Electronic Data Processing equipment at the Contractor/Offeror's site is NOT permitted under this Contract/Standing Offer.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CIISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List, attached at Annex _____;

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(b) *Industrial Security Manual* (latest edition).

F2010D (24/05/02) **Facility Security Clearance, Document Safeguarding and Production Capabilities - No EDP**

Effective 13/12/02, this clause is superseded by F2010D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in consultation with the Canadian and International Industrial Security Directorate.

Completion of the Security Requirement Check List, form TBS/SCT 350-103, is mandatory and is available on line at www.ciisd.gc.ca, or in paper version in the *Supply Manual*, Annex 6.13.

F2015D (13/12/02) **Facility Security Clearance, Document Safeguarding and Production Capabilities - No EDP**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of _____, with approved: ***(Choose only one of the following options and delete the others.)***

Document Safeguarding at the level of _____.

Document Safeguarding and Production Capabilities at the level of _____.

Document Safeguarding at the _____ level and Production Capabilities at the level of _____, issued by the Canadian and International Industrial Security Directorate, Public Works and Government Services Canada.
2. The Contractor/Offeror personnel requiring access to CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of _____, granted or approved by the Canadian and International Industrial Security Directorate (CIISD), Public Works and Government Services Canada (PWGSC).
3. The Contractor/Offeror MUST NOT perform any sensitive CLASSIFIED Automatic/Electronic Data Processing and/or production until CIISD/PWGSC has issued written approval. After approval has been granted, these tasks may be performed at the level of _____.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CIISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:

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- (a) Security Requirements Check List, attached at Annex _____;
- (b) *Industrial Security Manual* (latest edition).

F2015D (24/05/02) Facility Security Clearance, Document Safeguarding and Protection Capabilities - No EDP

Effective 13/12/02, this clause is superseded by F2015D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in consultation with the Canadian and International Industrial Security Directorate.

Completion of the Security Requirement Check List, form TBS/SCT 350-103, is mandatory and is available on line at www.ciisd.gc.ca, or in paper version in the *Supply Manual*, Annex 6.13.

F2020D (13/12/02) Facility Security Clearance, Document Safeguarding and Production Capabilities/COMSEC - No EDP

1. The Contractor/Offoror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of _____, with approved: ***(Choose only one of the following options and delete the others.)***

Document Safeguarding at the level of Communications-Electronic Security (COMSEC) _____, and a COMSEC account.

Document Safeguarding and Production Capabilities at the level of Communications-Electronic Security (COMSEC) _____, and a COMSEC account.

Document Safeguarding at the level of Communications-Electronic Security (COMSEC) _____, and a COMSEC account, level and Production Capabilities at the level of _____, issued by the Canadian and International Industrial Security Directorate, Public Works and Government Services Canada.

2. The Contractor/Offoror personnel requiring access to CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of _____, granted or approved by the Canadian and International Industrial Security Directorate (CIISD), Public Works and Government Services Canada (PWGSC).
3. The Contractor/Offoror personnel requiring access to COMSEC information/assets must have undergone a COMSEC briefing.

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4. The Contractor/Offeror MUST NOT perform any sensitive CLASSIFIED Automatic/Electronic Data Processing and/or production until CIISD/PWGSC has issued written approval. After approval has been granted, these tasks may be performed at the level of _____.
5. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CIISD/PWGSC.
6. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List, attached at Annex _____;
 - (b) *Industrial Security Manual* (latest edition) and the *Industrial COMSEC Material Control Manual* (ICMCM), issued through CIISD/PWGSC.

NOTE: Keying material and associated devices bearing (or intended to bear) the caveat, "CRYPTO", are subject to special safeguards at all times, whether: in bulk storage; in custody at user locations; in current use; or awaiting destruction. Keying Material must be stored in a locked, approved security container, in an area protected by security guards or by an intrusion-detection system when left unattended by COMSEC account personnel or authorized users.

F2020D (24/05/02) Facility Security Clearance, Document Safeguarding and Production Capabilities/COMSEC - No EDP

Effective 13/12/02, this clause is superseded by F2020D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in consultation with the Canadian and International Industrial Security Directorate.

Completion of the Security Requirement Check List, form TBS/SCT 350-103, is mandatory and is available on line at www.ciisd.gc.ca, or in paper version in the *Supply Manual*, Annex 6.13.

F2025D (13/12/02) Classified Information/Assets and Document Safeguarding Clearance

1. This clause and all or part of the Work covered by this clause are CLASSIFIED and require safeguarding.
2. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of _____, with approved: ***(Choose only one of the following options and delete the others.)***

Document Safeguarding at the level of _____.

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Document Safeguarding and Production Capabilities at the level of _____.

Document Safeguarding at the _____ level and Production Capabilities at the level of _____, issued by the Canadian and International Industrial Security Directorate, Public Works and Government Services Canada.

3. The Contractor/Offoror personnel requiring access to CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of _____, granted or approved by the Canadian and International Industrial Security Directorate (CIISD), Public Works and Government Services Canada (PWGSC).
4. Processing of CLASSIFIED information on Automatic/Electronic Data Processing equipment at the Contractor/Offoror's site is NOT permitted under this Contract/Standing Offer.
5. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CIISD/PWGSC.
6. The Contractor/Offoror must comply with the provisions of the:
 - (a) Security Requirements Check List, attached at Annex _____;
 - (b) *Industrial Security Manual* (latest edition).

F2025D (24/05/02) **Classified Information/Assets and Document Safeguarding Clearance**

Effective 13/12/02, this clause is superseded by F2025D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in consultation with the Canadian and International Industrial Security Directorate.

Completion of the Security Requirement Check List, form TBS/SCT 350-103, is mandatory and is available on line at www.ciisd.gc.ca, or in paper version in the *Supply Manual*, Annex 6.13.

F2030D (13/12/02) **Facility Security Clearance and Classified Information/Assets - No Safeguarding of Material Overnight**

1. The Contractor/Offoror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of _____, issued by the Canadian and International Industrial Security Directorate (CIISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offoror personnel requiring access to CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of _____, granted or approved by CIISD/PWGSC.

F - INDUSTRIAL SECURITY

3. The Contractor/Offeror may remove sensitive CLASSIFIED information or assets from the work site(s) as required by this Contract/Standing Offer, but is **NOT AUTHORIZED TO SAFEGUARD MATERIEL OVERNIGHT**. The Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
 4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CIISD/PWGSC.
 5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List, attached at Annex _____;
 - (b) *Industrial Security Manual* (latest edition).
-

F2030D **(24/05/02)** **Facility Security Clearance and Classified Information/Assets - No Safeguarding of Material Overnight**

Effective 13/12/02, this clause is superseded by F2030D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in consultation with the Canadian and International Industrial Security Directorate.

Completion of the Security Requirement Check List, form TBS/SCT 350-103, is mandatory and is available on line at www.ciisd.gc.ca, or in paper version in the *Supply Manual*, Annex 6.13.

F2035D **(13/12/02)** **Reliability Status, Facility Security Clearance and Classified Information/Assets**

1. Prior to commencement of the Work, the Contractor/Offeror, and each of its personnel involved in the performance of the Contract/Standing Offer, must be security screened by the Canadian and International Industrial Security Directorate (CIISD), Public Works and Government Services Canada (PWGSC), at the required level of RELIABILITY STATUS. As soon thereafter as is possible, the Contractor/Offeror must obtain and maintain for the duration of the Contract/Standing Offer a Facility Security Clearance at the level of _____, granted or approved by CIISD/PWGSC.
2. The Contractor/Offeror personnel requiring access to CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of _____, granted or approved by CIISD/PWGSC.
3. The Contractor/Offeror **MUST NOT** remove any CLASSIFIED information/assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.

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4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CIISD/PWGSC.
 5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List, attached at Annex _____;
 - (b) *Industrial Security Manual* (latest edition).
-

F2035D (24/05/02) **Enhanced Reliability, Facility Security Clearance and Classified Information/Assets**

Effective 13/12/02, this clause is superseded by F2035D.

F2036D (13/12/99) **Document Safeguard for Shredding - Designated**

This clause is cancelled effective 13/12/02.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in consultation with the Canadian and International Industrial Security Directorate.

Completion of the Security Requirement Check List, form TBS/SCT 350-103, is mandatory and is available on line at www.ciisd.gc.ca, or in paper version in the *Supply Manual*, Annex 6.13.

F2037D (13/12/02) **Document Safeguard for Shredding - Classified**

1. The attached Security Requirements Check List (SRCL) identifies the security requirements for the destruction of CLASSIFIED information at the _____ level using approved shredding equipment on the Contractor/Offeror's premises.
2. The client department must ensure that only CLASSIFIED material no higher than the _____ level is provided to the Contractor/Offeror for destruction under any resulting Contract/Standing Offer.
3. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance with approved Document Safeguarding at the level of _____, issued or approved by the Canadian and International Industrial Security Directorate (CIISD), Public Works and Government Services Canada (PWGSC).

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4. The Contractor/Offeror personnel performing the shredding services and/or requiring access to CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid security screening at the level of _____, granted or approved by CIISD/PWGSC.
5. Should the Contractor/Offeror choose to utilize the services of mentally challenged individuals, then the required level of RELIABILITY STATUS will NOT be necessary; however, these individuals must be under the constant supervision of an authorized company representative who must hold the required RELIABILITY STATUS.
6. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CIISD/PWGSC.
7. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List, attached at Annex _____;
 - (b) *Industrial Security Manual* (latest edition).

F2037D (24/05/02) Document Safeguard for Shredding - Classified

Effective 13/12/02, this clause is superseded by F2037D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in contracts and/or subcontracts containing security requirements to be forwarded to foreign Contractor/Offeror.

Use this clause in consultation with the Canadian and International Industrial Security Directorate.

Completion of the Security Requirement Check List, form TBS/SCT 350-103, is mandatory and is available on line at www.ciisd.gc.ca, or in paper version in the *Supply Manual*, Annex 6.13.

F2040D (24/05/02) Canadian Contracts - Foreign Contractor/Offeror

1. All CLASSIFIED information/assets, furnished to the Contractor/Offeror or produced by the Contractor/Offeror, shall be safeguarded as follows:
 - (a) the recipient Contractor/Offeror shall not disclose the CLASSIFIED information to a third party government, person or firm, or representative thereof, without the prior written consent of the Government of Canada. Such consent shall be sought from the recipient's National Security Authority/Designated Security Authority (NSA/DSA). The DSA for industrial matters in Canada is the Director, Canadian and International Industrial Security Directorate (CIISD), Public Works and Government Services Canada (PWGSC).

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- (b) the recipient Contractor/Offeror shall provide the CLASSIFIED information a degree of safeguarding no less stringent than that provided by the Government of Canada in accordance with national security regulations and as prescribed by its NSA/DSA.
 - (c) the recipient Contractor/Offeror shall not use the CLASSIFIED information/assets for any purpose other than for the performance of the Contract/Standing Offer without the prior written approval of the Government of Canada. This approval must be obtained by contacting the Canadian DSA for industrial matters in Canada; and
 - d) such information/assets shall be released only to personnel, who have a need-to-know for the performance of the Contract/Standing Offer and who have a security clearance at a level appropriate to the classification of the information/assets, granted by their respective NSA/DSA.
 - e) CLASSIFIED information/assets provided or generated pursuant to this Contract/Standing Offer shall be transferred only through government-to-government channels (in Canada, this is CIISD/PWGSC) or as specified in writing by the NSA/DSA of the concerned government.
2. CLASSIFIED information/assets generated pursuant to this Contract/Standing Offer, by the Government of Canada, shall be marked by the recipient Contractor/Offeror with its government's equivalent security classification.
3. All CLASSIFIED information/assets generated pursuant to this Contract/Standing Offer shall be assigned a security classification in accordance with the security classification specifications provided on the Security Requirements Check List (SRCL) attached at Annex _____.
4. The Contractor/Offeror shall immediately report to its respective NSA/DSA all cases in which it is known or there is reason to suspect that CLASSIFIED information/assets furnished to or generated for pursuant this Contract/Standing Offer have been lost or disclosed to unauthorized persons.
5. Upon completion of the Work, the Contractor/Offeror shall return to the Government of Canada, via government-to-government channels, all CLASSIFIED information/assets furnished to or produced by the Contractor/Offeror pursuant to this Contract/Standing Offer, including all CLASSIFIED information/assets released to or produced by its subcontractors.
6. Classified information/assets provided or generated pursuant to this Contract/Standing Offer shall not be further provided to another potential contractor/offeror or subcontractor unless:
- (a) written assurance is obtained from the recipient's NSA/DSA to the effect that the potential contractor/offeror or subcontractor has been approved for access to CLASSIFIED information by the NSA/DSA; and
 - (b) written consent is obtained from the Contracting Authority (CIISD/PWGSC) for the prime contract, if the potential subcontractor is located in a third country.
7. All CLASSIFIED information/assets provided or generated under this Contract/Standing Offer will continue to be safeguarded in the event of withdrawal by the recipient party or upon termination of the Contract/Standing Offer, in accordance with national regulations.
8. The Contractor/Offeror shall contact their Industrial Security Authority in order to comply with the provisions of the Bilateral Industrial Security Memorandum of Understanding signed with Canada in relation to equivalencies for CLASSIFIED Information and/or assets.

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9. The recipient Contractor/Offeror shall also insert the above paragraphs in all subcontracts that involve access to CLASSIFIED information/assets provided or generated under this Contract/Standing Offer.

NOTES:

1. When the safeguarding of PROTECTED information/assets is not identified, please consult with CIISD/PWGSC.
 2. In Canada, contracts/standing offers at the CLASSIFIED level can be negotiated with all NATO nations, using the NATO Security Regulations.
-

F2040D (03/02/97) Security Requirements

Effective 24/05/02, this clause is superseded by F2040D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause when there are no security requirements identified in the standing offer.

F2045D (31/03/95) Security Requirements

No call-ups against this Standing Offer may contain security requirements.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

F2046C (13/12/02) Work Location

The Offeror understands that, normally, the work shall be performed at the Offeror's own place of business. However, provision will be made for the Offeror's personnel on a need-to-know basis and with a suitable security screening, to have access to sensitive (protected/classified) information or assets as required.

PRIOR to the award of the Standing Offer or Call-Up, the completion of the Security Requirements Check List (SRCL), form TBS/SCT 350-103, will be required to identify the security concerns of the work and security screening of Offeror's personnel. Facilities will be provided as necessary by the Project Authority. Technical and clerical support, supplies and equipment necessary to accomplish the tasks are to be provided by the Offeror.

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F2046C **(31/03/95)** **Work Location**

Effective 13/12/02, this clause is superseded by F2046C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in consultation with the Canadian and International Industrial Security Directorate.

Completion of the Security Requirement Check List, form TBS/SCT 350-103, is mandatory and is available on line at www.ciisd.gc.ca, or in paper version in the *Supply Manual*, Annex 6.13.

F3010D **(24/05/02)** **Site Access Requirements Only**

1. The Contractor/Offeror personnel requiring access to secure work site(s) must, at all times during the performance of the Contract/Standing Offer, EACH hold a valid SITE ACCESS clearance, granted or approved by the Canadian and International Industrial Security Directorate, Public Works and Government Services Canada.
 2. The Contractor/Offeror must comply with the provisions of the Security Requirements Check List, attached at Annex _____.
-

F5000C **(01/06/91)** **Security Classification**

This clause is cancelled effective 01/12/92.

F5000T (01/08/92) **Security Classification**

This clause is cancelled effective 01/12/92.

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F5000T (01/06/91) Security Classification

Effective 01/08/92, this clause is superseded by F5000T.

F5001C (01/08/92) Security Classification

This clause is cancelled effective 01/12/92.

F5001C (01/06/91) Security Classification

Effective 01/08/92, this clause is superseded by F5001C.

F5001T (01/08/92) Security Classification

This clause is cancelled effective 01/12/92.

F5001T (01/06/91) Security Classification

Effective 01/08/92, this clause is superseded by F5001T.

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F5002C (01/06/91) Security Classification

This clause is cancelled effective 01/12/92.

F5003D (01/06/91) Security Clearance

This clause is cancelled effective 01/12/92.

F5005D (01/06/91) Security Clearance

This clause is cancelled effective 01/12/92.

F5006D (01/06/91) Security Clearance

This clause is cancelled effective 01/12/92.

F5007C (01/06/91) Security Clearance

This clause is cancelled effective 01/12/92.

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F5008C **(01/06/91)** **Security Requirements**

This clause is cancelled effective 01/12/92.

F9000D **(01/06/91)** **Security**

This clause is cancelled effective 01/12/92.

F9001D **(01/06/91)** **Secrecy and Protection of the Work**

This clause is cancelled effective 01/12/92.

F9002D **(31/01/92)** **Disclosure of Information**

This clause is cancelled effective 01/12/00.

Remarks: **THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.** Use the following clause as an additional paragraph in a security requirement clause, **ONLY** after the client department has given written permission for this arrangement.

Use this clause in consultation with the Canadian and International Industrial Security Directorate.

Completion of the Security Requirement Check List, form TBS/SCT 350-103, is mandatory and is available on line at **www.ciisd.gc.ca**, or in paper version in the *Supply Manual*, Annex 6.13.

NOTE: ** The clause must identify the procurement, i.e. a Contract or Standing Offer, as applicable.

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F9005D (13/12/02) Personnel Security Screening

Security Requirement: **PWGSC FILE # _____

Contractor/Offeror personnel **MAY NOT ENTER** sites where (PROTECTED/CLASSIFIED) information or assets are kept, without an escort provided by the department or agency for which the work is being performed.

F9005D (24/05/02) Personnel Security Screening

Effective 13/12/02, this clause is superseded by F9005D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in consultation with the Canadian and International Industrial Security Directorate.

Completion of the Security Requirement Check List, form TBS/SCT 350-103, is mandatory and is available on line at www.ciisd.gc.ca, or in paper version in the *Supply Manual*, Annex 6.13.

Use this clause in procurement when the Foreign Contractor/Offeror WILL NOT SAFEGUARD/HANDLE classified information or assets at its own facility/facilities.

NOTE: ** The clause must identify the procurement, i.e. a Contract or Standing Offer, as applicable.

F9010D (24/05/02) Foreign Contractor/Offeror - Canadian Organization/Department

Security Requirement: ** PWSC FILE # _____

1. The FOREIGN Contractor/Offeror shall, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance, issued by the National Security Authority/Designated Security Authority (NSA/DSA), for Industrial Security of _____ (**Insert name of country**), at the level of _____.
2. The FOREIGN Contractor/Offeror personnel requiring access to CLASSIFIED information, assets or controlled site(s) shall EACH hold a valid personnel security screening at the level of _____, granted or approved by the NSA/DSA of _____ (**Insert name of country**).
3. The FOREIGN Contractor/Offeror SHALL NOT remove any CLASSIFIED information from the identified access controlled site(s), and the FOREIGN Contractor/Offeror shall ensure that its personnel are made aware of and comply with this restriction.
4. The FOREIGN Contractor/Offeror shall comply with the provision of the:

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- (a) industrial security regulations or the manual of the NSA/DSA of _____ (*Insert name of country*),
 - (b) Security Requirements Check List, attached at Annex _____.
5. The above paragraphs shall also be inserted in all subcontracts that involve access to CLASSIFIED information/assets.
-

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause when Block 12 indicates Site Access and it is on a Treasury Board approved program.

Use this clause in consultation with the Canadian and International Industrial Security Directorate.

Completion of the Security Requirement Check List, form TBS/SCT 350-103, is mandatory and is available on line at www.ciisd.gc.ca, or in paper version in the *Supply Manual*, Annex 6.13.

NOTE: ** The clause must identify the procurement, i.e. a Contract or Standing Offer, as applicable.

F9011D (24/05/02) Site Access Clearance

Security Requirement: ** PWGSC FILE # _____

- 1. The Contractor/Offeror personnel requiring access to secure work site(s) must, at all times during the performance of the Contract/Standing Offer, EACH hold a valid SITE ACCESS clearance, granted or approved by the Canadian and International Industrial Security Directorate.
 - 2. The Contractor/Offeror must comply with the provision of the:
 - (a) Security Requirements Check List, attached at Annex _____;
 - (b) *Industrial Security Manual* (June 1992).
-

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause when Canada Customs and Revenue Agency is the client department, and in consultation with the Canadian and International Industrial Security Directorate.

Completion of the Security Requirement Check List, form TBS/SCT 350-103, is mandatory and is available on line at www.ciisd.gc.ca, or in paper version in the *Supply Manual*, Annex 6.13.

F9012D (13/12/02) Canada Customs and Revenue Agency

The Contractor/Offeror must comply with the provisions of the *Security Requirements for Protection of Sensitive Information Manual* (March 1998), issued by Canada Customs and Revenue Agency, Security Directorate.

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F9012D (24/05/02) Canada Customs and Revenue Agency

Effective 13/12/02, this clause is superseded by F9012D.

Section 5

G - INSURANCE

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SUPPLEMENT

PLEASE INSERT PAGES i AS THE FIRST PAGES IN SUBSECTION 5G

Because of the limited number of revisions required in subsection G, it has been decided not to reprint the subsection in its entirety. The following revisions will be incorporated in the next major revision/reprint of this subsection. Users are requested to take note of these changes.

G1001D (01/12/00) Contractor's Responsibility

Effective 13/12/02, this clause is superseded by G1001D.

Remarks: Risks arising from work under the contract should be identified and assessed to ensure that the contractor is adequately insured and to protect the interests of Canada. Contracting officers are advised to establish with their clients, based on the Treasury Board Risk Management Policy, whether or not: (1) the self-underwriting option of Canada is applicable; (2) the contractor is responsible for the risks; and, (3) commercial insurance is necessary.

G1001D (13/12/02) Contractor's Responsibility

1. It shall be the sole responsibility of the Contractor to decide whether or not any other insurance coverage, in addition to the insurance requirements stipulated in the bid solicitation and resulting contract, is necessary for its own protection or to fulfil its obligations under the Contract. Any such additional insurance shall be provided and maintained by the Contractor at its own expense.

The following insurance provisions shall not limit any insurance required by federal, provincial or municipal law.

2. To meet the insurance requirements of the Contract, the Contractor shall forward to the Contracting Authority, upon the execution of the Contract, either a certified true copy of the insurance policy or the certificate of insurance containing reasonable detail of the insurance coverage, exclusions, deductibles and conditions applying to such policies and confirming that the insurance is in force to meet these requirements.
-

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G0001D (01/12/92) Insurance - Third Party Liability

This clause is cancelled effective 01/06/94.

G0001D (01/06/91) Insurance - Third Party Liability

Effective 01/12/92, this clause is superseded by G0001D.

G0003D (01/12/92) Litigation Rights

This clause is cancelled effective 01/06/94.

G0003D (01/06/91) Litigation Rights

Effective 01/12/92, this clause is superseded by G0003D.

G0004D (01/12/92) Insurance, Evidence of

This clause is cancelled effective 01/06/94.

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G0004D **(01/06/91)** **Insurance, Evidence of**

Effective 01/12/92, this clause is superseded by G0004D.

G0005D **(01/12/92)** **Proof of Coverage**

This clause is cancelled effective 01/06/94.

G0005D **(01/06/91)** **Proof of Coverage**

Effective 01/12/92, this clause is superseded by G0005D.

G0006D **(01/06/91)** **Insurance - Vehicle Leasing**

This clause is cancelled effective 01/06/94.

G0007D **(01/06/91)** **Insurance**

This clause is cancelled effective 01/06/94.

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G0008D (01/08/92) Insurance Requirements

This clause is cancelled effective 01/06/94.

G0008D (31/01/92) Insurance Requirements

Effective 01/12/92, this clause is superseded by G0008D.

G0009D (31/01/92) Insurance Requirements

This clause is cancelled effective 01/06/94.

G0010C (31/01/92) Insurance Requirements

This clause is cancelled effective 01/06/94.

G0010T (31/01/92) Insurance Requirements

This clause is cancelled effective 01/06/94.

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Remarks: Risks arising from work under the contract should be identified and assessed to ensure that the contractor is adequately insured and to protect the interests of Canada. Contracting officers are advised to establish with their clients, based on the Treasury Board Risk Management Policy, Chapter 2-1, Materiel, Risk and Common Services Volume, *Information and Administrative Management Manual*, whether or not: (1) the self-underwriting option of Canada is applicable; (2) the contractor is responsible for the risks; and, (3) commercial insurance is necessary.

G1001D (01/12/00) Contractor's Responsibility

1. It shall be the sole responsibility of the Contractor to decide whether or not any other insurance coverage, in addition to the insurance requirements stipulated in the bid solicitation and resulting contract, is necessary for its own protection or to fulfil its obligations under the Contract. Any such additional insurance shall be provided and maintained by the Contractor at its own expense.

The following insurance provisions shall not limit any insurance required by federal, provincial or municipal law.

2. To meet the insurance requirements of the Contract, the Contractor shall forward to the Contracting Authority, upon the execution of the Contract, either a certified true copy of the insurance policy or the certificate of insurance containing reasonable detail of the insurance coverage, exclusions, deductibles and conditions applying to such policies and confirming that the insurance is in force to meet these requirements.

G1001D (01/06/94) Contractor's Responsibility

Effective 01/12/00, this clause is superseded by G1001D.

Remarks: Where the risks to third parties arising from work under the contract makes it necessary to ensure that the contractor is adequately insured and to protect the interests of Canada, the contractor must have Commercial General Liability (CGL) insurance or any equivalent insurance coverage. CGL insurance must cover the risks to third parties (both on and off the contractor's premises) arising from work under the contract or from the operation or use of government property while in the care, custody or control of the contractor.

Third party liability risks due to the maintenance, repair, operation or use of government property while under the care, custody or control of the contractor may be covered by deleting the care, custody or control exclusion normally stipulated in the conditions of the contractor's CGL insurance policy.

If either the procurement officer or the client believes that the suggested MINIMUM LIMIT of liability of \$1,000,000 per accident or occurrence is not sufficient, the suggested limit may be established in

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consultation with the client and the Department of Public Works and Government Services' Risk Management and Insurance Advisor.

G2001D (23/11/98) Commercial General Liability

Commercial General Liability insurance shall be effected by the Contractor and maintained in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but, in any case, for a limit of liability NOT LESS THAN \$1,000,000 per accident or occurrence.

G2001D (01/06/94) Commercial General Liability

Effective 23/11/98, this clause is superseded by G2001D.

Remarks: The contractor must have Errors and Omissions Liability (also known as Professional Liability) insurance coverage where professional expertise (e.g., consultants, accountants, architects) is a requirement of the contract and the nature of the contract introduces a reasonable element of risk to Canada or other third parties.

If either the procurement officer or the client believes that the suggested MINIMUM LIMIT of liability of \$1,000,000 per accident or occurrence is not sufficient, the suggested limit should be established in consultation with the client concerned and the Department of Public Works and Government Services' Risk Management and Insurance Advisor.

G2002D (23/11/98) Errors and Omissions Liability

Errors and Omissions Liability insurance shall be effected by the Contractor and maintained in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but, in any case, for a limit of liability NOT LESS THAN \$1,000,000 per accident or occurrence.

G2002D (01/06/94) Errors and Omissions Liability

Effective 23/11/98, this clause is superseded by G2002D.

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Remarks: The contractor must have Product Liability insurance where product expertise is a requirement of the contract and the nature of the contract introduces a reasonable element of risk to Canada or other third parties.

If either the procurement officer or the client believes that the suggested MINIMUM LIMIT of liability of \$1,000,000 per accident or occurrence is not sufficient, the suggested limit should be established in consultation with the client concerned and the Department of Public Works and Government Services' Risk Management and Insurance Advisor.

G2003D (23/11/98) Product Liability

Product Liability insurance shall be effected by the Contractor and maintained in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but, in any case, for a limit of liability NOT LESS THAN \$1,000,000 per accident or occurrence against claims that the Contractor may become legally liable to pay as damages to any third parties for bodily injury or property damage arising from the use of any product manufactured by the contractor for the purposes of the Contract. The term "manufacture" shall extend to include design, assembly and repair activities carried out by the Contractor according to the Contract.

G2003D (01/06/94) Product Liability

Effective 23/11/98, this clause is superseded by G2003D.

Remarks: Use with clause G2001D. Commercial General Liability policies of contractors must incorporate the conditions specified in this clause, in order to protect the interests of Canada.

G2010D (10/12/01) Commercial General Liability Insurance

The following clauses must be incorporated into the conditions of the Contractor's Commercial General Liability insurance policy:

- (A) *"Additional Named Insured:* Canada is named as an Additional Named Insured under any liability insurance policies for Canada's respective rights and interests under the Contract."
- (B) *"Cross Liability.* Any act or omission by one or another of the Insured hereunder shall not prejudice the rights or interests of any other Insured. This policy, subject to its limits of liability, shall apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each. The inclusion herein

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of more than one Insured shall not operate to increase the limits of the Insurers' liability."

- (C) *"Litigation Rights:* It is understood and agreed that where any suit is instituted for or against Canada which the Insurer or Insurers would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under this insurance policy, the Insurer shall promptly contact the Attorney General of Canada to agree on the legal strategies by sending a registered letter, or by courier with an acknowledgement of receipt, to:

Senior General Counsel
Civil Litigation Section
Department of Justice
East Memorial Building
284 Wellington Street, 2nd Floor
Ottawa, Ontario K1A 0H8

The notification must be followed, within a reasonable period, by an information copy to the Contracting Authority.

The Insurer also agrees that Canada reserves the right to co-defend any action brought against Canada. However, all expenses incurred by Canada to co-defend such actions would be at Canada's expense."

- (D) *"Notice of Cancellation or Amendments of Insurance Coverage:* The Insurer agrees to give the Contracting Authority at least fifteen (15) days' prior written notice of any policy cancellation or any changes in the policy coverage."

G2010D (30/06/95) Commercial General Liability Insurance

Effective 10/12/01, this clause is superseded by G2010D.

Remarks: Use with clauses G2002D and G2003D. Errors and Omissions Liability and Product Liability insurance coverages of contractors must incorporate the conditions specified in this clause, in order to protect the interests of Canada.

G2011D (10/12/01) Errors and Omissions/Product Liability

The following clauses must be incorporated into the conditions of the Contractor's Errors and Omissions Liability and Product Liability coverages:

- (A) *"Litigation Rights:* It is understood and agreed that where any suit is instituted for or against Canada which the Insurer, or Insurers would, but for this clause, have the

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right to pursue or defend on behalf of Canada under this insurance policy, the Insurer shall promptly contact the Attorney General of Canada to agree on the legal strategies by sending a registered letter, or by courier with acknowledgement of receipt, to:

Senior General Counsel
Civil Litigation Section
Department of Justice
East Memorial Building
284 Wellington Street, 2nd Floor
Ottawa, Ontario K1A 0H8

The notification must be followed, within a reasonable period, by an information copy to the Contracting Authority.

The Insurer also agrees that Canada reserves the right to co-defend any action brought against Canada. However, all expenses incurred by Canada to co-defend such actions would be at Canada's expense."

- (B) *"Notice of Cancellation or Amendments of Insurance Coverage:* The Insurer agrees to give the Contracting Authority at least fifteen (15) days' prior written notice of any policy cancellation or any changes in the policy coverage."

G2011D (30/06/95) Errors and Omissions/Product Liability

Effective 10/12/01, this clause is superseded by G2011D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. While the Government property is under the care, custody or control of the contractor, "All Risks" property insurance is required to cover any loss or damage to Government property. The nature of the property involved would determine the type of property insurance policy (e.g., "All Risks" premises/plant, equipment floater, or construction/installation insurance) that should be purchased by the contractor.

The value and basis of valuation of government property must be filled in the clause. The basis of valuation of this property (replacement, market or book value) should be established with the client and mentioned in the contractor's insurance policy.

G3001D (01/06/94) Government Property

Insurance Coverage: Property insurance coverage shall be effected by the Contractor and maintained in force on Government property while under the care, custody or control of the Contractor in an amount of NOT LESS THAN \$_____. government property shall be insured on _____ value basis.

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Administration of Claims: The Contractor agrees to monitor, investigate and document losses of or damage to government property to ensure that claims are properly made and paid to Canada.

The following clauses must be incorporated into the "All Risks" property policy:

- (A) **"Notice of Cancellation:** The insurer agrees to give the Contracting Authority at least fifteen (15) days' prior written notice of any policy cancellation or any changes in the policy coverage."
- (B) **"Settlement of Claims:** The insurance proceeds regarding any loss of or damage to government property shall be payable to the appropriate party as directed by the Contracting Authority."

Remarks: This clause must be used in aircraft charter contractual documents. In the event that additional premiums are incurred by a contractor to comply with the Cross Liability clause (B of clause G2010D, "Commercial General Liability Insurance"), then the "CROSS LIABILITY" clause could be replaced by the "SEVERABILITY OF INTEREST" clause stated in section 5 of the following clause.

G4001D (23/11/98) Aircraft Charter

1. The Contractor shall not provide a domestic aircraft charter service or an international aircraft charter service to Canada unless, for every incident related to the Contractor's operation of that service, it has:
 - (a) Liability insurance covering risks of injury to or death of passengers in an amount that is not less than the amount determined by multiplying \$300,000 by the number of passenger seats on board the aircraft engaged in the service; and
 - (b) Insurance covering risks of public liability in an amount that is not less than:
 - (i) \$1,000,000, where the Maximum Certified Take-off Weight (MCTOW) of the aircraft engaged in the service is not greater than 7,500 pounds;
 - (ii) \$2,000,000, where the MCTOW of the aircraft engaged in the service is greater than 7,500 pounds but not greater than 18,000 pounds; and,
 - (iii) where the MCTOW of the aircraft engaged in the service is greater than 18,000 pounds, \$2,000,000 plus an amount determined by multiplying \$150 by the number of pounds by which the MCTOW of the aircraft exceeds 18,000 pounds.
2. The insurance coverage required by subsection 1.(a) need not extend to any passenger who is an employee of the Contractor if workers' compensation legislation governing a claim for damages against that Contractor by the employee is applicable.
3. The Contractor shall not take out third party liability insurance to comply with section 1 that contains an exclusion or waiver provision reducing insurance coverage for any incident below the applicable minima determined pursuant to that subsection, unless that provision:
 - (a) consists of standard exclusion clauses adopted by the international aviation insurance industry dealing with:

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- (i) war, hijacking and other perils;
 - (ii) noise and pollution and other perils; or,
 - (iii) aviation radioactive contamination;
- (b) is in respect of chemical drift;
- (c) is to the effect that the insurance does not apply to liability assumed by the Contractor under any contract or agreement unless such liability would have attached to the Contractor even in the absence of such contract or agreement; or
- (d) is to the effect that the entire policy shall be void if the Contractor has concealed or misrepresented any material fact or circumstance concerning the insurance or the subject thereof or if there has been any fraud, attempted fraud or false statement by the Contractor touching any matter relating to the insurance or the subject thereof, whether before or after a loss.

Notwithstanding subsections 3.(b) and 3.(c), the Contractor's liability stipulated in the Contract terms and conditions shall remain unchanged.

4. The Contractor may have a commercial single limit liability coverage where liability risks are covered by a single policy or a combination of primary and excess policies, but no single limit liability coverage of that Contractor shall be for an amount that is less than the applicable combined insurance minima determined pursuant to subsections 1.(a) and 1.(b).
5. In the event that additional premiums are incurred by a Contractor to comply with the Cross Liability clause (B of clause G2010D, "Commercial General Liability Insurance"), the inclusion of the following Severability of Interests clause will be acceptable:

"The insurance afforded applies separately to each insured against whom the claim is made or is brought, except with respect to the limit of insurer's liability."

G4001D **(01/06/94)** **Aircraft Charter**

Effective 23/11/98, this clause is superseded by G4001D.

Remarks: This clause should be used when Canada enters into a dry lease contract of aircraft. A dry lease contract involve the lease of an aircraft without the supply of any crew or fuel by the contractor.

G4002D **(01/06/94)** **Aircraft Dry Lease**

The Contractor shall not insure the risks to Canada arising from the use or operation of an aircraft chartered by Canada on a long-term basis except where aircraft owners or operators insist that such insurance shall be

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obtained and maintained during the period of the Contract. In this situation, the insurance coverage to be obtained and maintained by Canada shall not be less than the minimum insurance coverage set forth in the Air Transportation Regulations sections 6, 7 and 8.

A copy or evidence of such insurance is to be provided to the Lessee.

G5000D (01/06/91) Insurance - Ship Repairers

This clause is cancelled effective 01/06/94.

Remarks: Use the following clause in all ship repair (including emergencies) and conversion Contractual documents except where: (1) a general contractor (e.g., welding specialist) is expected to perform casual and intermittent work on vessels owned by Canada, in addition to its more usual land-based type of work; or, (2) a standing offer.

If either the procurement officer or the client believes that the suggested MINIMUM LIMIT of liability of \$5,000,000 per accident or occurrence is not sufficient, the suggested limit should be established in consultation with the Department of Public Works and Government Services' Risk Management and Insurance Advisor.

When this clause is used, include clause G2010D, Commercial General Liability Insurance, in the contractual documents.

G5001D (23/11/98) Ship Repairers' Liability (A)

Ship Repairers' Liability Insurance shall be effected by the Contractor and maintained in force in an amount usual for a contract of this nature, but, in any case, for not less than \$5,000,000 per accident or occurrence.

G5001D (01/06/94) Ship Repairers' Liability (A)

Effective 23/11/98, this clause is superseded by G5001D.

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Remarks: Use the following clause in ship repair contractual documents where: (1) a general contractor (e.g., welding specialist) is expected to perform casual and intermittent work on vessels owned by Canada, in addition to its more usual land-based type of work; or, (2) a standing offer.

If either the procurement officer or the client believes that the suggested MINIMUM LIMIT of liability of \$5,000,000 per accident or occurrence is not sufficient, the suggested limit should be established in consultation with the Department of Public Works and Government Services' Risk Management and Insurance Advisor.

When this clause is used, include clause G2010D, Commercial General Liability Insurance, in the contractual documents.

G5002D (23/11/98) Ship Repairers' Liability (B)

Ship Repairers' Liability Insurance or Commercial General Liability Insurance shall be effected by the Contractor by and maintained in force in an amount usual for a contract of this nature, but, in any case, for not less than \$5,000,000 per accident or occurrence.

Should the Contractor decide to obtain and maintain Commercial General Liability insurance, the policy shall be endorsed as follows:

"Notwithstanding anything to the contrary mentioned in the policy, it is agreed that:

- (a) Watercraft exclusion is deleted;
- (b) Broad Form Property Damage coverage is included; and,
- (c) Broad Form Completed Operations coverage is also included."

G5002D (01/06/94) Ship Repairers' Liability (B)

Effective 23/11/98, this clause is superseded by G5002D.

G6000D (01/12/92) Insurance Requirements

This clause is cancelled effective 01/06/94.

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Remarks: The following clause is to be used when vehicles are **leased by Canada on a long-term basis**.

G6001D (01/06/94) Vehicles - Long-term Lease

The Contractor (i.e., the Lessor) shall not insure the risks to Canada arising from the use or operation of any vehicles leased by Canada on a **long-term** basis **except where** Provincial law makes it mandatory for the Contractor to insure any leased vehicles. Where Provincial law makes it mandatory as aforesaid, the Contractor shall hold a policy of insurance in respect of a vehicle supplied under the lease, and a copy or evidence of such insurance is to be provided to Canada.

Section 5

H - TERMS OF PAYMENT

H - TERMS OF PAYMENT

H0001D (15/06/98) Interest on Overdue Accounts

This clause is cancelled effective 01/12/00.

H0001D (30/10/96) Interest on Overdue Accounts

Effective 15/06/98, this clause is superseded by H0001D.

H0002D (01/08/92) Interest on Overdue Accounts

Effective 30/10/96, this clause is superseded by H0001D.

H0003D (01/08/92) Interest on Overdue Accounts

Effective 01/12/92, this clause is superseded by M9025D.

Remarks: Use the following clause in all contracts, standing offers, purchase orders or bid solicitations (EXCEPT construction and utility contracts and when General Conditions DSS-MAS 9329 are invoked) that provide for payment upon completion.

H1000D (21/06/99) Method of Payment

1. Payment by Canada for the Work shall be made within:

- (a) thirty (30) days following the date on which all of the Work has been delivered at the location(s) specified in the Contract and all other Work required to be performed by the Contractor under the terms of the Contract has been completed; or

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- (b) thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of the Contract;

whichever is later.

2. If Canada has any objection to the form of the invoice or the substantiating documentation, within fifteen (15) days of its receipt, Canada shall notify the Contractor of the nature of the objection. "Form of the invoice" means an invoice which contains or is accompanied by such substantiating documentation as Canada requires. Failure by Canada to act within fifteen (15) days will only result in the date specified in paragraph 1 of the clause to apply for the sole purpose of calculating interest on overdue accounts.

H1000D (01/12/92) Method of Payment

Effective 21/06/99, this clause is superseded by H1000D.

Remarks: Use the following clause in all contracts, standing offers, purchase orders, bid solicitations (EXCEPT construction and utility contracts) applicable to the multiple unit/multiple shipment category, with payment on completion of each shipment.

H1001D (21/06/99) Method of Payment - Multiple Deliveries

1. Payment by Canada for each delivery shall be made within:
- (a) thirty (30) days following the date on which completed units have been delivered at the location(s) specified in the Contract and all other Work required to be performed by the Contractor with respect to these units under the terms of the Contract has been completed; or
 - (b) thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of the Contract;
- whichever is later.
2. If Canada has any objection to the form of the invoice or the substantiating documentation, within fifteen (15) days of its receipt, Canada shall notify the Contractor of the nature of the objection. "Form of the invoice" means an invoice which contains or is accompanied by such substantiating documentation as Canada requires. Failure by Canada to act within fifteen (15) days will only result in the date specified in paragraph 1 of the clause to apply for the sole purpose of calculating interest on overdue accounts.

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H1001D **(01/06/91)** **Method of Payment - Multiple Deliveries**

Effective 21/06/99, this clause is superseded by H1001D.

Remarks: Use the following clause in contracts when one lump sum payment is to be made to the contractor after all deliverables have been received and accepted.

H1002C **(01/12/00)** **Method of Payment**

1. One payment will be made following delivery and acceptance of all deliverable items.
 2. The Contractor shall prepare and certify an original and four (4) copies of its claim on form PWGSC-TPSGC 1111, Claim for Progress Payment. The claim will be forwarded to the Contracting Authority who will certify and forward it to the Technical Authority for certification and payment.
-

H1002C **(12/05/00)** **Method of Payment**

Effective 01/12/00, this clause is superseded by H1002C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in bid solicitations and contracts when it is intended that progress payments will be made.

If holdback will be applied at different rates for different line items, then it should be reflected in this clause. The following is an option clause relative to a holdback position on any given procurement and relates to paragraphs 1(c) and 2(b) of this clause. If the same rate of payment/holdback is not applicable to all commodities or phases of the procurement, add the following phrase to the foregoing:

"applicable to _____ (name the commodity or phase of the contract appropriate to the payment/holdback rate stated) and payment/holdback equal to _____ percent of such expenditures applicable to _____ (name the commodity or phase of the contract appropriate to the payment/holdback rate stated)."

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H1003D

(12/05/00)

Method of Payment - Progress

1. Progress payments will be made not more frequently than once a month upon the following terms and conditions:
 - (a) Progress claims shall be completed in full, on form PWGSC-TPSGC 1111, "Claim for Progress Payment" and submitted to Canada in accordance with the invoicing instructions specified herein.
 - (b) All the certificates appearing on the form are to be signed by or for the respective persons indicated.
 - (c) Payments will be made up to _____ percent of the claimed amounts approved by Canada but in no event will cumulative payments exceed _____ percent of the total to be paid by Canada under the Contract.
2. Each claim will show:
 - (a) expenditures plus pro-rated profit or fee if applicable or, alternatively, the value of milestones during the claim period by line item as detailed in the payment terms of the Contract;
 - (b) less holdback at _____ percent, calculated on the amount in (a);
 - (c) the totals of all previous claims against the Contract;
 - (d) Goods and Services Tax or Harmonized Sales Tax, as appropriate, calculated on the amount in (a) above.
3. The balance of the amount payable will be paid upon satisfactory completion of the contract or in the case of unit price contracts upon the delivery and acceptance of each unit, provided that a final claim for such payment is submitted. (Refer to the invoicing instructions in the Contract.)
4. If specified herein, the Claim for Progress Payment shall be accompanied by the required copies of monthly progress reports;
5. The Contractor shall prepare the original and two (2) copies of the "Claim for Progress Payment", form PWGSC-TPSGC 1111, and they shall be routed as follows:
 - (a) _____ Authority;
 - (b) _____ Authority;
 - (c) Payment Office.
6. Progress payments shall be regarded as interim payments only and Canada shall have the right to conduct interim cost/time verifications or audits and to make adjustments from time to time during the performance of the Work. Any overpayment resulting from such progress payments or otherwise shall be refunded promptly to Canada.

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H1003D (23/11/98) Method of Payment - Progress

Effective 12/05/00, this clause is superseded by H1003D.

H1004D (01/08/92) Method of Payment

Effective 03/02/97, this clause is superseded by H1000D.

H1005D (01/08/92) Method of Payment

Effective 01/12/92, this clause is superseded by M9026D.

H1006D (31/01/92) Proposed Basis of Payment

This clause is cancelled effective 31/03/95.

Remarks: The following clause should be used with Clause H1003D of the SACC Manual.

H1007D (01/05/96) Quarterly Release of Holdbacks

1. The balance of the amount payable in any quarter will be paid quarterly, provided a claim for such payment is submitted. Each claim received at the end of a quarter is to include the claim for the release of the quarterly holdback.
2. Progress payments shall be regarded as interim payments only and Canada shall have the right to conduct interim cost/time verifications or audits and to make adjustments from time to time during the performance of the Work. Any overpayment resulting from such progress payments or otherwise shall be promptly refunded to Canada.

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H3000D (01/06/91) Progress Payments

Effective 15/09/97, this clause is superseded by H1003D.

H3001T (01/06/91) Progress or Advance Payments

This clause is cancelled effective 03/02/97.

H3002D (01/06/91) Progress Payments

Effective 15/09/97, this clause is superseded by H1003D.

H3003D (01/06/91) Progress Payments

Effective 15/09/97, this clause is superseded by H1003D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all bid solicitations and contractual documents with progress payments which use the General Conditions noted below. Enter fill-in data as applicable.

Section

DSS-MAS 1026A	10
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Use of this clause is not required when General Conditions - Long Form, DSS-MAS 9601, is used.

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H3004D (21/06/99) Payment, Conditions Precedent to

1. Section _____ of General Conditions _____ that forms part of this Contract is hereby deleted and the following is substituted.

- (a) No payment shall be made to the Contractor unless or until invoices, inspection notes, and all other documents prescribed by the Minister or by the inspector are submitted in accordance with either the terms of the Contract or the instructions of the Minister.
- (b) In cases where costs have been paid by the Contractor and where payment is being made by the Minister:

Canada shall make no payment to the Contractor unless or until the Contractor, if required to do so, establishes to the satisfaction of the Minister that the materials, parts, work in process, or finished work are free from all claims, liens, attachments, charges, or encumbrances.

- (c) In cases where costs have accrued in the accounts of the Contractor as liabilities to be discharged in the normal course of business and where the Minister is making payment:

No payment shall be made to the Contractor unless or until the Contractor, if required to do so, establishes to the satisfaction of the Minister that:

- (1) the Contractor is not, in the ordinary course of business, delinquent in discharging any accrued liabilities that have arisen under this Contract,
- (2) the Minister's payment shall be used only to discharge such liabilities, and
- (3) upon such discharge, the materials, parts, work in process, and finished work shall be free from all claims, liens, charges, or encumbrances.

- (d) In case of finished work:

Canada shall make no payment to the Contractor unless or until such finished work has been inspected and accepted in accordance with the terms of this Contract.

H3004D (01/06/91) Payment, Conditions Precedent to

Effective 21/06/99, this clause is superseded by H3004D.

H - TERMS OF PAYMENT

H3005C (01/06/91) Method of Payment

Effective 15/03/98, this clause is superseded by H3005D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause when firm milestone payments are to be made in accordance with a predetermined "Schedule of Milestones." This clause may also be used in conjunction with H4003C when Milestone Reports are required. The routing instructions for PWGSC-TPSGC 1111, Claim for Progress Payments, are as follows:

- (a) The contractor fills out PWGSC-TPSGC 1111 and forwards it to the client department (Technical Authority/Requisitioning Authority) who certifies on the form that the work is satisfactory and forward it to the PWGSC Contracting Officer.
- (b) The Contracting Officer reviews the information on PWGSC-TPSGC 1111 and certifies that it is complete and accurate and returns it to the client department, (Technical Authority/Requisitioning Authority).
- (c) The client department also reviews the information on PWGSC-TPSGC 1111 and certifies that it is complete and accurate and forwards it to the client department Payment Officer who pays the Contractor.

H3005D (12/05/00) Method of Payment - Milestone

- 1. Milestone payments shall be made in accordance with the Schedule of Milestones attached as Annex "____", upon the following terms and conditions:
 - (a) milestone claims shall be completed in full, on form PWGSC-TPSGC 1111, Claim for Progress Payment, and submitted to Canada in accordance with the instructions specified herein. and
 - (b) all of the certificates appearing on the said form are to be signed by the respective persons indicated thereon or their delegate; and
 - (c) all reports required for the milestone claimed have been received and accepted by the Technical Authority.
- 2. The claim must show the following:
 - (a) amount currently claimed; and
 - (b) total of all previous claims against the Contract and the extensions of the total to date; and
 - (c) Requisition Number, Financial Code, and Contract Number as shown on page 1 of the Contract.
- 3. If specified, each claim for Milestone Payment shall be accompanied by a Milestone Report.

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4. The Contractor shall prepare and certify an original and _____ copies of its PWGSC-TPSGC 1111 and forward it to the _____ Authority.
5. The balance of the amount payable shall be made following:
 - (a) delivery and acceptance of all deliverable items; and
 - (b) the approval of the final claim by the Contracting Authority and by the Technical Authority.
6. Payment by Canada to the Contractor for the Work shall be made:
 - (a) in the case of a milestone payment other than the final payment, within thirty (30) days following the date of receipt of a duly completed milestone claim on form PWGSC-TPSGC 1111;
 - (b) in the case of a final payment, within thirty (30) days following the date of receipt of a duly completed final milestone claim, on form PWGSC-TPSGC 1111, or within thirty (30) days following the date on which the Work is completed, whichever date is the later;
 - (c) if Canada has any objection to the form of the milestone claim, within fifteen (15) days of its receipt, Canada shall notify the Contractor of the nature of the objection. "Form of the claim" means a claim which contains or is accompanied by such substantiating documentation as Canada requires. Failure by Canada to act within fifteen (15) days will only result in the date specified in subsections 6(a) and (b) of this clause applying for the sole purpose of calculating interest on overdue accounts.

H3005D (23/11/98) Method of Payment - Milestone

Effective 12/05/00, this clause is superseded by H3005D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in contracts with universities when progress payments are to be made to the contractor.

H3006C (12/05/00) Method of Payment

1. Progress payments, monthly or less frequently, will be made up to 100 percent of the costs and charges incurred or of the invoice that has been received and accrued in the accounts payable, and in accordance with the Basis of Payment, but not to exceed 90 percent of the value of the Contract, provided that:

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- (a) the Contractor submits promptly after the first day of each month to the Contracting Authority a fully completed "Claim for Progress Payment", form PWGSC-TPSGC 1111. The following details must be included:
 - (i) expenditures in accordance with the Basis of Payment for the work for the preceding month;
 - (ii) deductions for holdback, if applicable;
 - (iii) the totals of all previous claims against the Contract;
 - (iv) the extension of the totals to date and the calculation of the amount due; and
 - (v) Goods and Services Tax or Harmonized Sales Tax, if applicable.

A sample of form PWGSC-TPSGC 1111 is attached as Annex "_____".

- (b) the Claim for Progress Payment is accompanied by the required copies of monthly progress reports, prepared in accordance with the clause entitled Monthly Progress Reports, detailed in this Contract;
- (c) the progress report is accepted by the Technical Authority and the Contracting Authority;
- (d) the Claim for Progress Payment is approved;
- (e) the following documentation, in two (2) copies, accompanies the progress claim:
 - (i) a listing of all expenses in support of the claim;
 - (ii) the invoice for each non-consumable item valued at \$1,000 or more;
 - (iii) a statement regarding all travel and living costs indicating who, where, when, duration and purpose of travel; and
 - (iv) computer centre chargeout sheets to support computer charges.

- 2. The Contractor shall prepare and certify an original and four (4) copies of its claim on form PWGSC-TPSGC 1111. The claim will be forwarded to the Contracting Authority who will certify the claim and forward it to the Technical Authority for certification and payment.
- 3. The balance owing will be paid to the Contractor, subject to:
 - (a) completion and acceptance of the Work;
 - (b) the submission of all deliverable items to the Technical Authority; and
 - (c) the approval of the final claim by the Technical Authority and by the Contracting Authority.
- 4. Progress payments shall be regarded as interim payments only and Canada shall have the right to conduct interim cost/time verifications or audits and to make adjustments from time to time during the performance of the Work. Any overpayment resulting from such progress payments or otherwise shall be refunded promptly to Canada.
- 5. Payment by Canada to the Contractor for the Work shall be made:

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- (a) in the case of a progress payment other than the final payment, within thirty (30) days following the date of receipt of the duly completed form PWGSC-TPSGC 1111;
 - (b) in the case of a final payment, within thirty (30) days following the date of receipt of the duly completed final form PWGSC-TPSGC 1111, or within thirty (30) days following the date on which work is completed, whichever date is the later;
 - (c) if Canada has any objection to the form of the progress claim, within fifteen (15) days of its receipt, Canada shall notify the Contractor of the nature of the objection. "Form of the claim" means a claim which contains or is accompanied by such substantiating documentation as Canada requires. Failure by Canada to act within fifteen (15) days will only result in the date specified in paragraphs 5(a) and (b) of the clause to apply for the sole purpose of calculating interest on overdue accounts.
-

H3006C (23/11/98) Method of Payment

Effective 12/05/00, this clause is superseded by H3006C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following in contracts when monthly progress payments are to be made based on actual expenditures less a percentage for holdback.

H3007C (12/05/00) Method of Payment

1. Monthly progress payments will be made up to ____ percent of the costs and charges incurred in accordance with the Basis of Payment, but not in excess of ____ percent of the value of the Contract, provided that:
 - (a) the Contractor submits promptly after the first day of each month to the Contracting Authority a fully completed "Claim for Progress Payment", form PWGSC-TPSGC 1111. The following details must be included:
 - (i) expenditures in accordance with the Basis of Payment for the work for the preceding month;
 - (ii) holdback of ____ percent;
 - (iii) Goods and Services Tax or Harmonized Sales Tax, if applicable.

A sample of form PWGSC-TPSGC 1111 is attached as Annex "____."

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- (b) the claim is accompanied by the required copies of monthly progress reports, prepared in accordance with the clause entitled "Monthly Progress Reports", detailed in this Contract;
 - (c) the progress report is accepted by the Technical Authority and the Contracting Authority;
 - (d) the claim is approved;
 - (e) two (2) sets of backup documentation (receipts, vouchers, etc.) to support the claim are supplied to the Contracting Authority designated herein.
2. The Contractor shall prepare and certify an original and four (4) copies of its claim on form PWGSC-TPSGC 1111. The claim will be forwarded to the Contracting Authority who will certify the claim and forward it to the Technical Authority for certification and payment.
3. The balance owing will be paid to the Contractor, subject to:
- (a) completion and acceptance of the Work;
 - (b) the submission of all deliverable items to the Technical Authority;
 - (c) the approval of the final claim by the Technical Authority and the Contracting Authority.
4. Progress payments shall be regarded as interim payments only and Canada shall have the right to conduct interim cost/time verifications or audits and to make adjustments from time to time during the performance of the Work. Any overpayments resulting from such progress payments or otherwise shall be refunded promptly to Canada.
5. Payment by Canada to the Contractor for the Work shall be made:
- (a) in the case of a progress payment other than the final payment, within thirty (30) days following the date of receipt of the duly completed form PWGSC-TPSGC 1111; or
 - (b) in the case of a final payment, within thirty (30) days following the date of receipt of the duly completed form PWGSC-TPSGC 1111, or within thirty (30) days following the date on which the work is completed, whichever date is the later;
 - (c) if Canada has any objection to the form of the progress claim, within fifteen (15) days of its receipt, Canada shall notify the Contractor of the nature of the objection. "Form of the claim" means a claim which contains or is accompanied by such substantiating documentation as Canada requires. Failure by Canada to act within fifteen (15) days will only result in the date specified in paragraphs 5(a) and (b) of this clause applying for the sole purpose of calculating interest on overdue accounts.

H3007C **(23/11/98)** **Method of Payment**

Effective 12/05/00, this clause is superseded by H3007C.

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H3008C (01/06/91) Conditions Precedent to Payment

This clause is cancelled effective 31/03/95.

H3012D (31/01/92) Method of Payment

Effective 15/09/97, this clause is superseded by H1003D.

H3013D (31/01/92) Method of Payment

Effective 15/09/97, this clause is superseded by H1003D.

H3014D (31/01/92) Method of Payment

Effective 15/09/97, this clause is superseded by H1003D.

H3016C (31/01/92) Method of Payment

Effective 03/02/97, this clause is superseded by H1000D.

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H3017D (31/01/92) Invoicing and Method of Payment

This clause is cancelled effective 03/02/97.

Remarks: Use this clause in solicitation and contract documents covering air charter services for the carriage of goods and people.

H3018D (15/09/97) Invoicing, Air Charter

1. Invoices are to be made out to the Charterer and sent to the address on Page 1.
 2. Each original invoice for flying shall be accompanied by charter tickets signed by the Charterer, after each flight, showing that the service covered by the invoice has been completed in accordance with the Contract.
 3. Each original invoice for items listed in the Basis of Payment shall clearly identify the nature of the charge and shall be supported by appropriate receipt vouchers. Goods and Services Tax or Harmonized Sales Tax, as appropriate, is to be shown as a separate item on each invoice.
 4. All invoices for services rendered or for other charges under this contract/call-up shall be submitted as above by the Carrier within three (3) months after such service was performed.
-

H3018D (31/03/95) Invoicing, Air Charter

Effective 15/09/97, this clause is superseded by H3018D.

H3019T (13/12/02) Invoicing Instructions

1. Invoices must be submitted on the Contractor's own form and must be prepared to show:
 - (a) the date;
 - (b) name and address of the CONSIGNEE;
 - (c) Contract Number, Serial Number and Financial Code(s);
 - (d) device type, manufacturer, and serial number;

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- (e) Client Reference Number (CRN);
- (f) Procurement Business Number (PBN).

2. Mailing addresses for the invoices will be defined in the resulting contract.

H3019T (12/05/00) Invoicing Instructions

Effective 13/12/02, this clause is superseded by H3019T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause for maintenance contracts invoiced monthly.

H3020T (13/12/02) Invoicing Instructions

1. Payment will only be made on receipt of satisfactory invoices duly supported by specified release documents and other documents called for under any resulting contract.
2. An invoice must be submitted monthly, on the Contractor's own form and must be prepared to show:
 - (a) company name and address;
 - (b) File Number, Contract Serial Number, and Financial Code;
 - (c) destination;
 - (d) hourly rate, number of hours, labour cost;
 - (e) cost of materials;
 - (f) Goods and Services Tax;
 - (g) Harmonized Sales Tax;
 - (h) Client Reference Number (CRN);
 - (i) Procurement Business Number (PBN).
3. The monthly invoice will be processed for payment only if:
 - (a) all the maintenance service call reports applicable for that month as described under Article "_____" of the Statement of Work (SOW) have been received by the Technical Authority; and
 - (b) that the monthly maintenance reports as described in Articles "_____" and "_____" of the SOW are attached to the monthly invoice.
4. The original and two (2) copies of the invoices with the monthly reports shall be sent to:
Attention: _____.
5. One (1) copy of the invoice accompanied with a copy of the monthly reports shall be sent to:

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Department of Public Works and Government Services
Attention: _____

H3020T (12/05/00) Invoicing Instructions

Effective 13/12/02, this clause is superseded by H3020T.

Remarks: Use the following clause to provide invoicing instructions for requirements with a single payment on delivery and acceptance.

H3021D (13/12/02) Invoicing Instructions

1. Payment will only be made on receipt of a satisfactory invoice duly supported by specified release documents and other documents called for under the Contract.
 2. Invoices must be submitted on the Contractor's own invoice form and must be prepared to show:
 - (a) the date;
 - (b) name and address of the CONSIGNEE;
 - (c) item/reference number, deliverable and/or description of work;
 - (d) contract serial number and financial codes;
 - (e) the amount invoiced (exclusive of the Goods and Services Tax [GST] or Harmonized Sales Tax [HST] as appropriate) and the amount of GST or HST, as appropriate, shown separately;
 - (f) Client Reference Number (CRN)
 - (g) Procurement Business Number (PBN).
-

H3021D (12/05/00) Invoicing Instructions

Effective 13/12/02, this clause is superseded by H3021D.

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Remarks: Use the following clause to provide invoicing instructions for requirements with progress payments.

H3022D (15/09/97) Invoicing Instructions

1. Progress payments will only be made upon receipt of satisfactory progress claim forms specified in the Contract.
2. Progress claims are to be forwarded to the Project/Inspection Authority for appropriate certification after inspection and acceptance of the Work takes place. Upon certification, the original and two (2) copies are then forwarded to the Contracting Authority for certification and onward submission to the Project Manager's paying office for all remaining certifications and payment action.
3. Progress claims shall not be submitted by the Contractor until all Work identified in the claim has been completed.
4. GOODS AND SERVICES TAX (GST) OR HARMONIZED SALES TAX (HST), AS APPROPRIATE, IS TO BE CALCULATED AND PAID ON THE ENTIRE AMOUNT OF THE CLAIM BEFORE THE 10 PERCENT HOLDBACK IS APPLIED. AT THE TIME THAT THE HOLDBACK IS RELEASED, THERE WILL BE NO GST OR HST PAYABLE, AS IT WAS INCLUDED IN THE PREVIOUS PAYMENTS.

H3022D (01/05/96) Invoicing Instructions

Effective 15/09/97, this clause is superseded by H3022D.

Remarks: Use the following clause in conjunction with A9115D whenever the client department wishes to receive the required information through the invoicing procedure.

H3023D (13/12/02) T1204 Government Service Contract Payments

1. The Contractor shall provide the information listed below, or its Procurement Business Number, with its first invoice. Where the required information includes a Social Insurance Number (SIN) (when the contractor is an individual or in partnership), the information should be provided in a separate envelope marked "PROTECTED" and attached to the invoice:
 - (a) the legal name of the entity or individual, as applicable, i.e. the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code;

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- (b) the status of the Contractor, i.e. individual, partnership, or corporation;
- (c) for individuals, the Contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax/Harmonized Sales Tax (GST/HST) number;
- (d) for partnerships and corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, corporations must provide their T2 Corporation Tax number, while partnerships must provide the SIN of the partner who has signed the contract; and,
- (e) the following certification signed by the Contractor or an authorized officer:

"I certify that I have examined the information provided above, including the legal name, address, and Canada Customs and Revenue Agency identifier, (c) or (d) as applicable, and that it is correct and complete, and fully discloses the identification of this Contractor."

H3023D (12/05/00) T4A Supplementary Slip Requirement - Invoicing Procedures

Effective 13/12/02, this clause is superseded by H3023D.

H3025D (01/06/91) Progress Payments

Effective 15/09/97, this clause is superseded by H1003D.

H3026T (01/06/91) Progress or Advance Payments

This clause is cancelled effective 03/02/97.

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Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause when it is anticipated that clients will pay invoices associated with the contract or call-ups under the standing offer by Government of Canada Acquisition Card (credit card), and the bidder has indicated in clause H3027T that payment of invoices by credit card will be accepted. (*Refer to Supply Manual, procedure 7A.042*).

H3027C (13/12/02) Payment of Invoices by Credit Card

1. Government of Canada Acquisition Cards (credit cards) will be accepted for payment of invoices up until the ____ day (as specified by the Bidder) of the payment period as set out in the Contract or Standing Offer. Payment of invoices made by credit card on or before this date will not be subject to the Payment and Interest on Overdue Accounts provisions, as set out in General Conditions DSS-MAS _____. Payment of invoices after this date will only be accepted by Government of Canada cheque, direct deposit, or electronic funds transfer, and will be subject to the above-mentioned General Conditions provisions.
2. The use of a credit card as the payment instrument **will** ____ / **will not** ____ (as specified by the Bidder) preclude early payment incentives.
3. The following credit card(s) (as specified by the Bidder) are accepted:
 - (a) VISA ____
 - (b) MasterCard ____

H3027C (01/12/00) Payment of Invoices by Credit Card

Effective 13/12/02, this clause is superseded by H3027C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause when it is anticipated that clients will pay invoices associated with the contract or call-ups against the standing offer by Government of Canada Acquisition Card (credit card).

Use clause H3027C in the contract or standing offer where the bidder indicates that payment of invoices by credit card is acceptable. (*Refer to the Supply Manual, procedure 7A.042*).

H3027T (13/12/02) Payment of Invoices by Credit Card

1. Government of Canada Acquisition Cards (credit cards) may be offered for payment of invoices. Payment of invoices made by credit card will not be subject to the Payment and Interest on Overdue Accounts provisions, as set out in General Conditions DSS-MAS ____ of the Contract or Standing

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Offer. If discounts for early payment are not available when a credit card is used to pay the invoice, it must be clearly indicated below.

2. Acceptance of credit cards for payment of invoices is optional, and at the discretion of the Bidder. Acceptance or non-acceptance of credit cards for the payment of invoices will not be considered in the evaluation of offers submitted in response to the bid solicitation.
3. The Bidder must indicate:
 - (a) () Government of Canada Acquisition Cards (credit cards) will be accepted for payment of invoices up until the ____ day of the payment period as set out in the Contract or Standing Offer. Payments of invoices made by credit card on or before this date will not be subject to the Payment and Interest on Overdue Accounts provisions, as set out in General Conditions DSS-MAS ____ of the Contract or Standing Offer. Payment of invoices after this date will only be accepted by Government of Canada cheque, direct deposit, or electronic funds transfer, and will continue to be subject to the above-mentioned General Conditions provisions.

The use of a credit card as the payment instrument **will** ____ / **will not** ____ preclude early payment incentives.

The following credit card(s) are accepted:

VISA ____
MasterCard ____

OR

- (b) () Government of Canada Acquisition Cards (credit cards) will **not** be accepted for payment of invoices.

H3027T (01/12/00) Payment of Invoices by Credit Card

Effective 13/12/02, this clause is superseded by H3027T.

H3028D (01/12/00) Method of Payment/Advance Payment

1. Payment in advance for the Work by Canada shall be made within:
 - (a) thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of the Contract; or
 - (b) thirty (30) days following the date specified herein for the making of such advance payment;

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whichever is later.

2. If Canada has any objection to the form of the invoice or the substantiating documentation, within fifteen (15) days of its receipt, Canada shall notify the Contractor of the nature of the objection. "Form of the invoice" means an invoice which contains or is accompanied by such substantiating documentation as Canada requires. Failure by Canada to act within fifteen (15) days will only result in the date specified in paragraph 1 of the clause to apply for the sole purpose of calculating interest on overdue accounts.
-

H3028D (15/09/97) Method of Payment/Advance Payment

Effective 01/12/00, this clause is superseded by H3028D.

H4000C (01/06/91) Progress Reports, etc.

Effective 15/09/97, this clause is superseded by H4002D.

H4001C (01/06/91) Reports

Effective 15/09/97, this clause is superseded by H4001D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause when the schedule of reports to be delivered is not included in the Statement of Work. This clause should be used in conjunction with H4002D.

H4001D (15/09/97) Draft and Final Report

In addition to the _____ progress reports, the Contractor shall deliver a draft report in _____ copies, no later than _____ (date), and a final report in _____ copies, no later than _____ (date), to the Technical Authority.

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H4002C (01/06/91) Progress Reports - Monthly

Effective 15/09/97, this clause is superseded by H4002D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause when the schedule and content of the reports to be delivered are not detailed in the Statement of Work.

H4002D (13/12/02) Progress Reports

1. The Contractor shall prepare and submit _____ (*Insert "monthly" or "bi-monthly" and delete this instruction*) progress reports in _____ copies to the Technical Authority. One copy of the report shall also be forwarded to the Contracting Authority.
2. Each progress report shall be in three parts:
 - (a) **PART 1:** The following three questions **MUST** be answered:
 - (i) Is the project on schedule?
 - (ii) Is the project within budget?
 - (iii) Is the project free of any areas of concern in which the assistance or guidance of Canada may be required?

Each negative response must be supported with an explanation.

- (b) **PART 2:** A narrative report, brief, yet sufficiently detailed to enable the Technical Authority to evaluate the progress of the Work, containing as a minimum:
 - (i) A description of the progress of each task and of the Work as a whole during the period of the report. Sufficient sketches, diagrams, photographs, etc., shall be included, if necessary, to describe the progress accomplished.
 - (ii) An explanation of any variation from the plan of Work.
 - (iii) A description of trips or conferences connected with the Contract during the period of the report.
 - (iv) A description of any major equipment purchased or constructed during the period of the report.

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- (c) **PART 3:** The "Contract Plan and Report Form", PWGSC-TPSGC 9143, showing the following:
- (i) Actual and forecast expenditure on a monthly basis for the period being covered. (Expenditures are to be outlined by month and by task.)
 - (ii) Progress of the Work against the Contractor's original Contract Plan (instructions for showing the above on the Contract Plan are detailed in Annex "_____" attached). The "Contract Plan and Report Form" will provide the basis for planning and estimating the cost of work, and reporting actual progress and cost against the plan during contract performance.
-

H4002D (15/09/97) Progress Reports

Effective 13/12/02, this clause is superseded by H4002D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause when milestone reports are required. This clause may be used in conjunction with H3005D.

H4003C (15/06/98) Milestone Report

1. The Contractor shall prepare and submit a milestone report in ____ copies to the Technical Authority. One copy of the report shall also be forwarded to the Contracting Authority.
 2. This report shall be submitted for each milestone listed in the "Schedule of Milestones" attached as Annex "_____".
 3. Each report shall consist of a narrative which shall contain, as a minimum:
 - (a) a description of the Work completed under the milestone; and
 - (b) any problems encountered or foreseen (relating to time, cost or technical matters).
-

H4003C (01/06/91) Milestone Report

Effective 15/06/98, this clause is superseded by H4003C.

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H4004C (01/06/91) **Milestone/Phase Authorization**

Effective 15/09/97, this clause is superseded by H4004D.

Remarks: Use the following clause when prior authority to proceed to the next milestone/phase of the work must be given to the contractor by the contracting officer.

H4004D (15/09/97) **Milestone / Phase Authorization**

Following completion of each milestone/phase, the Contractor shall be notified, in writing, by the Contracting Authority either that it is to proceed with the next milestone/phase or that Canada wishes to withdraw any further support from the project and terminate the Contract without further liability. In the event Canada wishes to withdraw its support, and subject to all other terms and conditions of the Contract, the Contractor will be paid the holdback owing to it in accordance with the holdback provision of the Method of Payment clause contained herein. In no event will the Contractor be paid for any costs incurred in work performed on any unauthorized milestone/phase.

H4005C (01/06/91) **Draft Final Report**

Effective 15/09/97, this clause is superseded by H4005D.

Remarks: **THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.** Use the following clause when a draft final report is required and details of the report content have not been included in the Statement of Work. Use this clause in conjunction with H4006D.

H4005D (15/09/97) **Draft Final Report**

A draft of the final report shall be submitted by the Contractor to the Technical Authority for approval on or before _____. It must be a comprehensive report on all facets of the Work and must include sufficient drawings, sketches, photographs and a discussion of problems and successes associated with the Work to facilitate a full and accurate evaluation of the Work by the Technical Authority. The report will be prepared in accordance with good engineering/ professional practices and will include, as a minimum, the following: a title

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page, a table of contents, an executive summary, an introduction, a technical discussion with conclusions and include, as applicable, supporting graphs, tables and figures.

H4006C (01/06/91) Final Report

Effective 15/09/97, this clause is superseded by H4006D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in conjunction with H4005D when the customer department has requested a draft final report.

H4006D (15/09/97) Final Report

After approval of the draft final report, the final report in _____ copies shall be submitted by the Contractor to the Technical Authority on or before _____. The final report shall contain an executive summary, prepared in both of Canada's official languages.

A copy of the covering letter accompanying the final report shall be forwarded to the Contracting Authority.

H4007C (01/06/91) Final Report

Effective 15/09/97, this clause is superseded by H4007D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause when a draft final report is not required, and when the form and content of the final report has not been detailed in the Statement of Work.

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H4007D (15/09/97) Final Report

1. A final report in _____ copies shall be submitted by the Contractor to the Technical Authority on or before _____. It must be a comprehensive report on all facets of the Work and must include sufficient drawings, sketches, photographs and a discussion of problems and successes associated with the Work to facilitate a full and accurate evaluation of the Work by the Technical Authority. The report will be prepared in accordance with good engineering/professional practices and will include, as a minimum, the following: a title page, a table of contents, an executive summary, an introduction, a technical discussion with conclusions and include, as applicable, supporting graphs, tables and figures.
 2. The final report shall be prepared in both of Canada's official languages. A sample title page is attached as Annex "_____" to this Contract. One copy of the title page of the final report shall be submitted to the Contracting Authority.
-

Remarks: Use the following clause in "Limitation of Expenditure" and "Ceiling Price" contracts.

H4008C (13/12/02) Contract Plan and Report Form

1. The Contractor shall use the Contract Plan and Report Form, PWGSC-TPSGC 9143 (or an equivalent form which is acceptable to the Contracting Authority) to report the progress of the work and the costs to date against the original workplan.
 2. An updated copy of the form must accompany each claim for payment.
 3. Receipt and acceptance of the form by the Contracting Authority will be a condition of payment for such claims.
-

H4008C (31/03/95) Contract Plan and Report Form

Effective 13/12/02, this clause is superseded by H4008C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in multi-fiscal year "Limitation of Expenditure" and "Ceiling Price" contracts valued at \$100,000 or less.

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H4009C **(15/06/98)** **Cash Flow**

Each claim submitted for payment shall be accompanied by a cash flow statement showing actual and forecast expenditure on a monthly basis for the period the Work is being performed under the Contract. The statement shall be in the format attached hereto as Annex "_____".

H4009C **(01/06/91)** **Cash Flow**

Effective 15/06/98, this clause is superseded by H4009C.

H4010D **(03/02/97)** **Progress Report**

Effective 15/09/97, this clause is superseded by H4002D.

Remarks: Use the following clause in services contracts when invoices for expenses are required.

H4011D **(15/09/97)** **Method of Payment - Services**

1. Payment will be made for services rendered, provided that:
 - (a) invoices are submitted in accordance with the invoicing instructions contained herein;
 - (b) all direct expenses, travel and living expenses, etc. are supported by invoices, receipts, vouchers;
 - (c) time sheets are provided to support the time being claimed.
-

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H4011D **(01/08/92)** **Method of Payment**

Effective 15/09/97, this clause is superseded by H4011D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

H4012D **(01/12/00)** **Method of Payment**

1. Milestone payments will be made in accordance with the following schedule:

Description	Amount	Due Date
-------------	--------	----------

_____	_____	_____
-------	-------	-------

provided that:

- (a) invoices are submitted in accordance with the invoicing instructions contained herein;
 - (b) the Project Authority has certified that all work/deliverables required under the milestone has/have been accepted.
-

H4012D **(01/08/92)** **Method of Payment**

Effective 01/12/00, this clause is superseded by H4012D.

H4013D **(31/01/92)** **Progress Reports**

Effective 15/09/97, this clause is superseded by H4002D.

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Remarks: Use this clause when establishing cash flow information applicable to long term major procurement programs.

H4014D (30/10/96) Cash Flow Prediction

As soon as reasonably practicable after the effective date of the Contract, the Contractor shall provide to the Contracting Authority a written annual fiscal year cash flow estimate based on scheduled deliveries. This estimated cash flow is required by Canada for planning purposes only and the estimate is not intended to be legally binding on the Contractor. The Contractor shall also amend the cash flow estimate in writing from time to time to effect any changes the Contractor may foresee.

Remarks: Use the following clause in domestic contracts for goods which contain provision for progress payments.

H4500C (15/09/97) Liens - Section 427 of the Bank Act

1. If any lien under section 427 of the *Bank Act* exists in respect to any materials, parts, work-in-process, or finished work for which the Contractor intends to claim payment, the Contractor agrees to inform the Contracting Authority without delay and agrees, unless otherwise instructed by the Contracting Authority, either
 - (a) to cause the bank to remove such lien and to furnish the Contracting Authority, with written confirmation from the bank; or,
 - (b) to furnish or cause to be furnished to the Contracting Authority an undertaking from the bank to the Contracting Authority that the bank will not make any claim under section 427 of the *Bank Act* on materials, parts, work-in-process, or finished work in respect of which payment is made to the Contractor under this Contract.
 2. Failure to inform the Contracting Authority of such lien or failure to implement paragraph 1(a) or (b) above shall constitute default under the clause entitled "Default by Contractor" in the General Conditions of the Contract and shall entitle Canada to terminate the Contract.
-

H4500C (01/12/92) Liens Under Section 427 of the Bank Act

Effective 15/09/97, this clause is superseded by H4500C.

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Remarks: Use the following clause in all contracts, standing offers, purchase orders, or bid solicitations that provide for progress payments. Use this clause in conjunction with H1003D.

H4900D (15/09/97) Method of Payment

1. Payment by Canada to the Contractor for the Work shall be made:
 - (a) in the case of a progress payment other than the final payment, within thirty (30) days following the date of receipt of a duly completed "Claim for Progress Payment", form PWGSC-TPSGC 1111;
 - (b) in the case of a final payment, within thirty (30) days following the date of receipt of a duly completed final "Claim for Progress Payment", form PWGSC-TPSGC 1111, or within thirty (30) days following the date on which the Work is completed,whichever date is the later.
 2. If Canada has any objection to the form of the progress claim, within fifteen (15) days of its receipt, Canada shall notify the Contractor of the nature of the objection. "Form of the claim" means a claim which contains or is accompanied by such substantiating documentation as Canada requires. Failure by Canada to act within fifteen (15) days will only result in the date specified in subsections 1(a) and (b) of the clause to apply for the sole purpose of calculating interest on overdue accounts.
-

H4900D (01/06/91) Method of Payment

Effective 15/09/97, this clause is superseded by H4900D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

H5000C (16/02/98) Invoicing

1. The invoicing instructions detailed in the Standard Instructions and Conditions and those on page 1 of this document apply.
2. In addition, send one (1) copy of each invoice and one (1) copy of the Release Document, if applicable, to the Contract Delivery Follow-up (CDFU) office stated herein; AND

one (1) copy to:

National Defence Headquarters
Ottawa, Ontario
K1A 0K2

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Attention: _____

H5000C (01/05/96) Invoicing

Effective 16/02/98, this clause is superseded by H5000C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

H5001D (13/12/02) Invoicing Instructions

1. The Contractor shall submit invoices on its own form, and shall include the following information: the date, name and address of the consignee(s), item number, quantity, part number, reference number and description, contract file, serial numbers, Client Reference Number, and Procurement Business Number. Invoices will be distributed as follows:

- (a) The original and one copy to - Consignee
- (b) One (1) copy to:

Department of Public Works and Government Services
(Division) _____
(Address) _____
(City/prov.) _____
(Postal/Code) _____

Attention: _____

- (c) One (1) copy to:

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2

Attention: _____

2. Canada will only make payment upon receipt of a satisfactory invoice duly supported by specified release documents and any other documents called for under the Contract.
 3. The Contractor shall not submit an invoice prior to shipment of the items to which it relates.
-

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H5001D (12/05/00) Invoicing Instructions

Effective 13/12/02, this clause is superseded by H5001D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause for Technical Investigation and Engineering Support (TIES) requirements.

H5002D (13/12/02) Invoices

1. The Contractor shall submit monthly invoices for tasks authorized under the Contract. Each invoice shall clearly show the following:
 - (a) contract serial number;
 - (b) contract price;
 - (c) task authorization number;
 - (d) engineering or technical support classification.
 - (e) rate of payment;
 - (f) number of hours applicable to the task;
 - (g) cost of materials related to the task,
 - (h) travel expenses related to the task,
 - (i) Client Reference Number (CRN), and
 - (j) Procurement Business Number (PBN).
 2. The original and two (2) copies of each invoice together with attachments, shall be forwarded to:

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2

Attention: _____.
 3. One copy each invoice, together with attachments, shall be forwarded to the Contracting Authority.
-

H5002D (12/05/00) Invoices

Effective 13/12/02, this clause is superseded by H5002D.

H - TERMS OF PAYMENT

H9000D (01/06/91) **Payment and Appropriations**

This clause is cancelled effective 01/12/92.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in Science contracts when the customer department requests that the contract cover more than one fiscal year or specifies maximum funding for each fiscal year.

H9001C (01/06/91) **Funding by Fiscal Year**

Notwithstanding the Total Estimated Cost (Limitation of Expenditure) specified in the Basis of Payment, and unless otherwise authorized in writing by the Science Contracting Officer, the maximum amount which may be paid in the period ending 31 March of the year specified is as follows:

199_ \$ _____
199_ \$ _____
199_ \$ _____

SECTION 5

I - TO BE ASSIGNED AT A LATER DATE

Section 5

J - TERMINATION

J - TERMINATION

SUPPLEMENT

PLEASE INSERT PAGES I AS THE FIRST PAGE IN SUBSECTION 5J

Because of the limited number of revisions required in subsection J, it has been decided not to reprint the subsection in its entirety. The following revisions will be incorporated in the next major revision/reprint of this subsection. Users are requested to take note of these changes.

J1001C **Termination for Default (Partial)**
(15/06/98)

Effective 01/12/00, this clause is superseded by J1001C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

Use the following text when preparing a Partial Termination for Default, only after a supporting legal opinion or approval from a Legal Advisor has been obtained, when the contractor fails to deliver part of the goods in accordance with the terms, conditions and specifications of the contract.

J1001C **Termination for Default (Partial)**
(01/12/00)

This is further to the Minister's Stop Work Order dated _____. [**Include this sentence only if a Stop Work Order was sent by the Contracting Officer.*]

As you are in default under the above-referenced Contract in that you have not delivered certain items specified therein, in accordance with the specifications, terms, and conditions of the Contract, the Minister of Public Works and Government Services hereby partially terminates the Contract pursuant to the "Default by the Contractor" provisions of the General Conditions forming part of the Contract in respect of the following item(s) only:

Description of items

You shall continue with the rest of the Work in accordance with the specifications, terms and conditions of the Contract.

The Minister reserves Canada's right under the Contract to charge you for all losses and damages which may be suffered by Canada by reason of your default, including any amount in excess of the Contract Price of the terminated item(s) which Canada may be obliged to pay in procuring the said items elsewhere.

J - TERMINATION

J0000C (01/06/91) Termination - General Remarks

This clause is cancelled effective 30/10/96.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following text to confirm a telegraphic, facsimile or other written initial Notice of Termination for Convenience (See J0200C) whenever the entire contract is terminated and a claim may be expected.

A confirming Notice of Termination for Convenience shall be prepared by the Contracting Officer and shall be submitted to the Legal Advisor for review. Such Notice shall not be issued to the Contractor until the Legal Advisor has applied and signed the "Reviewed by Legal Services" stamp on the confirming notice.

Note: The initial Notice of Termination (J0200C or J0205C), does not require a legal opinion and may be issued by the Contracting Officer in accordance with procedure 11.145 of the *Supply Manual*.

J0001C (15/06/98) Termination for Convenience

This Notice confirms the Minister's Notice of Termination to you dated _____ in respect of the above-referenced Contract. The termination is subject to section _____ ("*Termination for Convenience*" provisions) of the General Conditions of the Contract and it became effective on the date of receipt by you of the said Notice of Termination.

You are requested to submit to the Contracting Authority, Department of Public Works and Government Services, for consideration, any claim which you may have as a result of this termination. Such claim and those of your subcontractors and/or suppliers, if any, are to be submitted on the prescribed departmental termination claim forms. On receipt of this Notice, you should apply in writing to the Contracting Authority for the required set of forms.

In preparing such claim, your attention is drawn to the above-referenced section in the General Conditions of the Contract and to Standard Instructions and Conditions DSS-MAS 9403-2, Termination for Convenience, in Section 1 of the *Standard Acquisition Clauses and Conditions* Manual. Your claim and all related correspondence are to be addressed to the Contracting Authority.

Please confirm your receipt of this Notice by signing and returning a copy of this Notice to the Contracting Authority.

J0001C (30/10/96) Termination for Convenience

Effective 15/06/98, this clause is superseded by J0001C.

J - TERMINATION

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following text to confirm a telegraphic, facsimile or other written initial Notice of Partial Termination for Convenience (See J0205C) when a claim may be expected.

A confirming Notice of Termination for Convenience shall be prepared by the Contracting Officer and shall be submitted to the Legal Advisor for review. Such Notice shall not be issued to the Contractor until the Legal Advisor has applied and signed the "Reviewed by Legal Services" stamp on the confirming notice.

Note: The initial Notice of Termination (J0200C or J0205C), does not require a legal opinion and may be issued by the Contracting Officer in accordance with procedure 11.145 of the *Supply Manual*.

J0002C (15/06/98) Termination for Convenience (Partial)

This Notice confirms the Minister's Notice of Termination to you dated _____, in respect only of Item _____ (part number, Federal Stock Number, description, quantity) of the above-referenced Contract. The termination became effective on the date of receipt by you of the said Termination Notice and it is subject to section _____ ("*Termination for Convenience*" provisions) of the General Conditions of the Contract. You shall continue with the rest of the Work in accordance with the terms, conditions and specifications of the Contract.

You are requested to submit to the Contracting Authority, Department of Public Works and Government Services, for consideration, any claim which you may have as a result of this termination. Such claim and those of your subcontractors and/or suppliers, if any, are to be submitted on the prescribed departmental termination claim forms. On receipt of this Notice, you should apply in writing to the Contracting Authority for the required set of forms.

In preparing such claim, your attention is drawn to the above-referenced section in the General Conditions of the Contract and to Standard Instructions and Conditions DSS-MAS 9403-2, Termination for Convenience, in Section 1 of the *Standard Acquisition Clauses and Conditions Manual*. Your claim and all related correspondence are to be addressed to the Contracting Authority.

Please confirm your receipt of this Notice by signing and returning a copy of this Notice to the Contracting Authority.

J0002C (30/10/96) Termination for Convenience (Partial)

Effective 15/06/98, this clause is superseded by J0002C.

J - TERMINATION

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following text to confirm a telegraphic, facsimile or other written initial Notice of Termination for Convenience (See J0200C or J0205C) for the complete or partial termination of the contract when the Contractor has indicated that no claim will be filed.

A confirming Notice of Termination for Convenience shall be prepared by the Contracting Officer and shall be submitted to the Legal Advisor for review. Such Notice shall not be issued to the Contractor until the Legal Advisor has applied and signed the "Reviewed by Legal Services" stamp on the confirming notice.

Note: The initial Notice of Termination(J0200C or J0205C), does not require a legal opinion and may be issued by the Contracting Officer in accordance with procedure 11.145 of the *Supply Manual*.

J0003C (15/06/98) Termination for Convenience

This Notice confirms the Minister's Notice of Termination to you dated _____ in respect of the above-referenced Contract. The termination became effective on the date of receipt by you of the said Notice of Termination and it is subject to section _____ ("*Termination for Convenience*" provisions) of the General Conditions of the Contract.

You have advised that you do not propose to make any claim against Canada or the Minister by reason of this termination. You hereby agree to release Canada, the Minister and all their servants and agents from all claims and demands arising out of this termination or out of anything done or omitted to be done under the Contract.

Please confirm your agreement with this termination on the above terms by signing and returning a copy of this Notice to the Contracting Authority.

J0003C (30/10/96) Termination for Convenience

Effective 15/06/98, this clause is superseded by J0003C.

Remarks: The following clause is applicable to maintenance service contracts.

Terminations shall not be declared without a written legal opinion. In seeking the opinion of Legal Services, the contracting officer must submit the contract file with a chronological, typed index of the documents forming the basis for the termination request, together with a short note outlining the events leading to termination. Based on this information, Legal Services will render an opinion as to whether the contractor would have a valid defence, should the Crown claim loss or damages, and advise as to the appropriate method of termination.

J - TERMINATION

J0004D (30/10/96) Termination for Convenience

1. Canada reserves the right to terminate the contracted services at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.
 2. In the event of such termination, only the cost of maintenance services incurred and accepted up to the date of the termination shall be due and payable to the Contractor.
-

J0004D (01/05/96) Termination for Convenience

Effective 30/10/96, this clause is superseded by J0004D.

Remarks: Terminations shall not be declared without a written legal opinion. In seeking the opinion of Legal Services, the contracting officer must submit the contract file with a chronological, typed index of the documents forming the basis for the termination request, together with a short note outlining the events leading to termination. Based on this information, Legal Services will render an opinion as to whether the contractor would have a valid defence, should the Crown claim loss or damages, and advise as to the appropriate method of termination.

J0005D (15/06/98) Termination for Convenience

Canada may, by giving thirty (30) calendar days written notice, cancel any task or terminate this Contract in whole or in part, at no cost to Canada in addition to that incurred to the date of termination for the particular task or tasks terminated. Upon any such complete or partial termination of the Contract, the Contractor shall turn over to Canada all working papers, notes, memoranda, reports, software programs, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to this Contract.

J0005D (30/10/96) Termination for Convenience

Effective 15/06/98, this clause is superseded by J0005D.

J - TERMINATION

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following text to stop the work using a telegraphic, facsimile or other written initial Notice of Termination for Convenience when the client has requested (in writing) the cancellation or termination of the entire contract.

Note: Your Legal Advisor need not be consulted at this stage if the termination is due to curtailment of funds, the discontinuance of a government program or circumstances that make the acquisition of the product or service unnecessary; however, your Legal Advisor must be consulted to review the confirming Notice of Termination.

J0200C (12/05/00) Notice of Termination for Convenience

The Minister of Public Works and Government Services hereby terminates Contract File No. _____ in its entirety pursuant to the Termination for Convenience provisions of the Contract.

You are directed by the Minister of Public Works and Government Services to stop immediately all Work related to this Contract, including the work of your subcontractors. You are to provide the Contracting Authority with current detailed status information and your estimate of termination claim, if any. You are to place no further orders and incur no further expense. A confirming Notice of Termination with additional information will follow.

J0200C (15/06/98) Notice of Termination for Convenience

Effective 12/05/00, this clause is superseded by J0200C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following text to stop the work using a telegraphic, facsimile or other written initial Notice of Termination for Convenience when the client has requested (in writing) the cancellation or termination of a portion of the contract.

Note: Your Legal Advisor need not be consulted at this stage if the termination is due to curtailment of funds, the discontinuance of a government program or circumstances that make the acquisition of the product or service unnecessary; however, your Legal Advisor must be consulted to review the confirming Notice of Partial Termination.

J0205C (12/05/00) Notice of Termination for Convenience - Partial

The Minister of Public Works and Government Services hereby partially terminates Contract File No. _____, in respect of Item No. _____ (part number, Federal Stock Number, description, quantity) only, pursuant to the "Termination for Convenience" provisions of the Contract.

J - TERMINATION

You are directed by the Minister of Public Works and Government Services to stop immediately all Work related to this Contract on the said Item, including the work of your subcontractors. You are to provide the Contracting Authority with current detailed status information and your estimate of termination claim, if any. You are to place no further orders and incur no further expense with respect to said Item. A confirming Notice of Partial Termination with additional information will follow.

J0205C (15/06/98) Notice of Termination for Convenience - Partial

Effective 12/05/00, this clause is superseded by J0205C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following text when preparing a telegraphic, facsimile or other written Stop Work Order when the client has requested (in writing) a suspension of the contract in order to investigate Canada's alternatives and/or a review of the contract status is required before deciding whether termination is appropriate and, if so, the type and extent of termination (including a termination for default).

J0500C (12/05/00) Stop Work Order - Suspension of the Contract

This Stop Work Order is issued pursuant to section _____ ("Suspension of the Work" provisions) of the General Conditions, if any, in respect of Contract File No. _____.

You are directed by the Minister of Public Works and Government Services to stop immediately all Work related to this Contract, including the work of your subcontractors, until further notice by the Contracting Authority. You are to place no further orders and incur no further expense. You are also to provide the Contracting Authority with current detailed Contract status information.

J0500C (15/06/98) Stop Work Order - Suspension of the Contract

Effective 12/05/00, this clause is superseded by J0500C.

J - TERMINATION

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following text when preparing a telegraphic or facsimile Rescission of Stop Work that does not refer to any termination.

J0501C (30/10/96) Stop Work Order, Rescission of

Stop Work Order dated _____ and issued pursuant to section _____ ("Suspension of Work" provision) of the General Conditions in respect of Contract File No. _____, is hereby rescinded.

"You are directed to resume work in accordance with this Contract and to inform the Contracting Authority immediately, in writing, if performance of the Work will be affected by the suspension.

You are entitled to be paid additional costs and expenses reasonably and properly incurred as a result of the suspension of Work, plus a fair profit thereon. You should apply in writing to the Contracting Authority for the required set of forms in order to submit any claim for payment."

J0501C (01/06/91) Stop Work Order, Rescission of

Effective 30/10/96, this clause is superseded by J0501C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following text when preparing a complete Termination for Default, only after a supporting legal opinion or approval from a Legal Advisor has been obtained, when the Contractor fails to make deliveries in accordance with the terms, conditions or specifications of the contract.

J1000C (15/06/98) Termination for Default

This is further to the Minister's Stop Work Order dated _____. ***[**Include this sentence only if a Stop Work Order was sent by the Contracting Officer.]***

As you are in default under the above-referenced Contract in that you have not delivered the supplies or services specified therein, in accordance with the specifications, terms, and conditions of the Contract, the Minister of Public Works and Government Services hereby terminates the Contract pursuant to the "Default by the Contractor" provisions of the General Conditions forming part of the Contract.

The Minister reserves Canada's right under the Contract to charge you for all losses and damages which may be suffered by Canada by reason of your default, including any amount in excess of the Contract Price which Canada may be obliged to pay in procuring the said supplies and services elsewhere.

J - TERMINATION

J1000C (01/06/91) Termination for Default

Effective 15/06/98, this clause is superseded by J1000C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following text when preparing a Partial Termination for Default, only after a supporting legal opinion or approval from a Legal Advisor has been obtained, when the contractor fails to deliver part of the goods in accordance with the terms, conditions and specifications of the contract.

J1001C (15/06/98) Termination for Default (Partial)

This is further to the Minister's Stop Work Order dated _____. ***[**Include this sentence only if a Stop Work Order was sent by the Contracting Officer.]***

As you are in default under the above-referenced Contract in that you have not delivered certain items specified therein, in accordance with the specifications, terms, and conditions of the Contract, the Minister of Public Works and Government Services hereby partially terminates the Contract pursuant to the "Default by the Contractor" provisions of the General Conditions forming part of the Contract in respect of the following item(s) only:

Description of items

You shall continue with the rest of the Work in accordance with the specifications, terms and conditions of the Contract.

The Minister reserves Canada's right under the Contract to charge you for all losses and damages which may be suffered by Canada by reason of your default, including any amount in excess of the Contract Price of the terminated item(s) which Canada may be obliged to pay in procuring the said items elsewhere.

J1001C (01/06/91) Termination for Default (Partial)

Effective 15/06/98, this clause is superseded by J1001C.

J - TERMINATION

J1002C (01/06/91) Default

Effective 31/03/95, this clause is superseded by K0028D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following text when preparing a complete Termination for Default, only after a supporting legal opinion or approval from a Legal Advisor has been obtained, when default arises as a result of bankruptcy, receivership, or insolvency.

J1003C (15/06/98) Termination for Default

This is further to our Stop Work Order dated _____. **[**Include this sentence only if a Stop Work Order was sent by the Contracting Officer.]**

As a direct result of your [bankruptcy, receivership, or insolvency] you are in default under the above-referenced Contract and, pursuant to the "*Default by the Contractor*" provisions of the General Conditions forming part of the Contract, the Minister of Public Works and Government Services hereby terminates the Contract in respect to all supplies and services described therein.

The Minister reserves Canada's right under the Contract to charge you for all losses and damages which may be suffered by Canada by reason of your default, including any amount in excess of the Contract Price which Canada may be obliged to pay in procuring the said supplies and services elsewhere.

J1003C (01/06/91) Termination for Default

Effective 15/06/98, this clause is superseded by J1003C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following text when preparing a complete Termination for Default, only after a supporting legal opinion or approval from a Legal Advisor has been obtained, when the Contractor indicates inability or unwillingness to perform the contract before the delivery date.

J1004C (15/06/98) Termination for Default

This is further to your facsimile/letter of _____ addressed to _____.

J - TERMINATION

As you have indicated that you are unwilling or unable to deliver the supplies or services described in the above-referenced Contract in accordance with the specifications, terms and conditions of the Contract, the Minister of Public Works and Government Services hereby terminates the said Contract pursuant to the "Default by the Contractor" provisions of the General Conditions forming part of the Contract.

The Minister reserves Canada's right under the Contract to charge you for all losses and damages which may be suffered by Canada by reason of your default, including any amount in excess of the Contract Price which Canada may be obliged to pay in procuring the said supplies and services elsewhere.

J1004C (30/10/96) Termination for Default

Effective 15/06/98, this clause is superseded by J1004C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following text when preparing a Partial Termination for Default, only after a supporting legal opinion or approval from a Legal Advisor has been obtained, when the contractor indicates inability or unwillingness to perform part of the contract.

J1005C (15/06/98) Termination for Default - Partial

This is further to your facsimile/letter of _____ addressed to _____.

As you have indicated that you are unwilling or unable to deliver certain items specified in the above-referenced Contract in accordance with the specifications, terms and conditions of the Contract, the Minister of Public Works and Government Services hereby partially terminates the said Contract pursuant to the "Default by the Contractor" provisions of the General Conditions forming part of the Contract in respect of the following item(s) only:

Description of items

You shall continue with the rest of the Work in accordance with the specifications, terms and conditions of the Contract.

The Minister reserves Canada's right under the Contract to charge you for all losses and damages which may be suffered by Canada by reason of your default, including any amount in excess of the Contract Price of the terminated item(s) which Canada may be obliged to pay in procuring the items elsewhere.

J - TERMINATION

J1005C (30/10/96) Termination for Default - Partial

Effective 15/06/98, this clause is superseded by J1005C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following text in preparing a Termination by Mutual Consent only after a supporting legal opinion or approval from a Legal Advisor has been obtained.

J2000C (15/06/98) Termination by Mutual Consent

The above-referenced Contract is hereby terminated by mutual consent of the parties with respect to the supplies and services mentioned therein. The parties mutually agree to release each other, their servants and agents from all claims and demands arising out of this termination or out of anything done or omitted to be done under the Contract.

Please confirm your agreement with this termination on the above terms by signing and returning a copy of this Notice to the Contracting Authority.

J2000C (01/06/91) Termination by Mutual Consent

Effective 15/06/98, this clause is superseded by J2000C.

J3000C (01/06/91) Standing Offer, Withdrawal from

Effective 01/12/92, this clause is superseded by M9024C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following text when the supplier wants to withdraw from a Standing Offer. If the Standing Offer is under seal, however, consult Legal Services.

J - TERMINATION

J3005C (31/03/95) Standing Offer - Withdrawal

This notice acknowledges receipt of your request by letter dated _____ to withdraw and cancel Standing Offer _____ (insert Standing Offer number), effective as of _____ (insert date of withdrawal). You hereby acknowledge, however, that any call-ups under the Standing Offer received by you on or before that date will be fulfilled in accordance with the terms of the Standing Offer.

=====

J4000D (01/06/91) Liquidated Damages

Effective 29/10/93, this clause is superseded by D0024D.

=====

Section 5

K - GENERAL CONDITIONS - MODIFICATIONS

K - GENERAL CONDITIONS - MODIFICATIONS

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all solicitation and contract documents in conjunction with clauses A0000C, A0000T, M0000C or M0000T, as appropriate. Specify the date of the applicable General Conditions and Supplemental General Conditions and DELETE those titles which do not apply.

K0000D (25/05/01) Conditions

[DELETE THOSE ITEMS THAT DO NOT APPLY, AS WELL AS THIS INSTRUCTION**]**

General Conditions

DSS-MAS 1011A (____), United States Purchases
DSS-MAS 1026A (____), Supplies - Firm Price
DSS-MAS 1026B (____), Supplies - Cost Reimbursement
DSS-MAS 1031-2 (____), Contract Cost Principles
DSS-MAS 1034 (____), Construction - Fixed Price and Unit Prices
DSS-MAS 1053 (____), Universities and Other Institutions
DSS-MAS 9329 (____), Purchase of Commercially Available Goods and Services
DSS-MAS 9601 (____), General Conditions - Long Form
DSS-MAS 9601-10 (____), General Conditions - Medium Form
DSS-MAS 9624 (____), General Conditions - Research & Development
DSS-MAS 9628 (____), Purchase of Commercially Available Goods and Services Under \$25,000
DSS-MAS 9676 (____), General Conditions - Services
CCC-50 (____), Canadian Commercial Corporation
TRA-95 (____), Translation

Supplemental General Conditions

DSS-MAS 1028 (____), Ship Construction - Firm Price
DSS-MAS 1029 (____), Ship Repairs
DSS-MAS 1033 (____), Shipbuilding - Cost Reimbursement
DSS-MAS 1036 (____), Research and Development
DSS-MAS 9601-1 (____), Hardware Purchase or Lease
DSS-MAS 9601-2 (____), Software Development/Modification Services
DSS-MAS 9601-3 (____), Systems Integration
DSS-MAS 9601-4 (____), Licensed Software
DSS-MAS 9601-5 (____), Support Services for Licensed Software
DSS-MAS 9601-6 (____), Contractor to Own Intellectual Property Rights in Foreground Information
DSS-MAS 9601-7 (____), Canada to Own Intellectual Property Rights in Foreground Information
LAB-180 (____), Labour Conditions
LAB-180B (____), Labour Conditions

K - GENERAL CONDITIONS - MODIFICATIONS

K0000D (01/12/00) **Conditions**

Effective 25/05/01, this clause is superseded by K0000D.

Remarks: Use the following clause in degaussing contracts.

K0005C (01/06/91) **Supplemental General Conditions, DSS-MAS 1029**

Supplemental General Conditions DSS-MAS 1029, Ship Repairs, shall form part of this Contract, except:

1. Delete paragraph (g) of section 09 and substitute the following

"9. (g) Canada shall not be liable for any loss or damage to the vessel, the Work of any part thereof. Canada shall not be liable for any injury, including injuries resulting in death, to any person(s). Canada shall not be liable for damage to any property. The Contractor shall indemnify and save harmless Canada against and from all loss, cost, damages, and expenses arising from claims for such loss, damages or injuries."

2. Deletion section 10.

K0012C (31/03/95) **Order of Precedence**

Effective 15/12/95, this clause is superseded by B4025D.

Remarks: **THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.** This clause may be used in conjunction with DSS-MAS 9624, General Conditions - Research and Development, or in conjunction with DSS-MAS 1053, Universities and Other Institutions, when the Contractor must provide a certification of disclosure.

When used in conjunction with DSS-MAS 9624, insert: "section 22 of General Conditions - Research and Development, DSS-MAS 9624."

When used in conjunction with DSS-MAS 1053 insert: "section 7 of General Conditions - Universities and Other Institutions, DSS-MAS 1053."

K - GENERAL CONDITIONS - MODIFICATIONS

K0013C (25/09/97) Disclosure Certification

1. On completion of the Work under this Contract, the Contractor shall submit a certification to the Technical Authority and to the Contracting Authority stating that all applicable disclosures were submitted or that there were no disclosures to submit under _____.
 2. A copy of a Disclosure Certification is attached as Annex "_____."
-

K0013C (04/01/94) Disclosures Certification

Effective 15/09/97, this clause is superseded by K0013C.

K0014C (01/06/91) Disclosures Certification

K0015C (01/06/91) General Conditions, DSS-MAS 1053

This clause is cancelled effective 21/06/99.

Remarks:

The following clause may be used in contracts issued to Canadian universities, affiliated institutions and colleges when it is necessary to amend Section No. 6, Publication Rights, subsection (3), of DSS-MAS 1053.

K0016C (15/09/97) Modifications to DSS-MAS 1053

Section No. 6, Publication Rights, subsection (3), of the General Conditions forming part of this Contract is hereby deleted and the following substituted therefor:

- (3) (a) Subject to the following conditions, the Contractor shall be granted a royalty-free, non-exclusive right and licence to publish and to have published during the course of normal dissemination of the knowledge in the subject field, the copyright work.

K - GENERAL CONDITIONS - MODIFICATIONS

- (b) During the performance of the Contract and for a period of one (1) year from the submission by the Contractor of the final report to the Technical Authority, the Contractor shall submit to the Technical Authority, for review, all manuscripts for publication in scientific journals or the like, all abstracts of oral presentations, and other proposed publication of the copyright work described in this Contract. The Technical Authority shall complete the examination as expeditiously as possible within two (2) months from its receipt of the manuscript, abstract or other proposed release.
- (c) If the Technical Authority determines that any manuscript, abstract or other proposed release contains Department of National Defence classified material emanating from that Department, or material which is proprietary to Canada pursuant to subsection 7(2) of General Conditions, DSS-MAS 1053, the Technical Authority shall have the right to require the Contractor to redraft the relevant sections of the manuscript, abstract or other proposed publication by deleting such classified or proprietary material prior to its release.

K0016C (01/06/91) Modifications to DSS-MAS 1053

Effective 15/09/97, this clause is superseded by K0016C.

Remarks: Use the following clause in research and development contracts.

K0017C (21/06/99) General Conditions, DSS-MAS 9624

- 1. General Conditions DSS-MAS 9624, Research and Development, with the following modifications, shall apply to and form part of this Contract.
- 2. Section 07, Subcontracting, is hereby supplemented by adding the following sentence to subsection 1.:

"For work requiring consent, should the Contractor propose to solicit bids from other than Canadian sources, the Contractor shall obtain the written consent of the Minister prior to solicitation."

K - GENERAL CONDITIONS - MODIFICATIONS

K0017C **(04/01/94)** **General Conditions, DSS-MAS 9624**

Effective 21/06/99, this clause is superseded by K0017C.

K0018C **(01/06/91)** **General Conditions, DSS-MAS 9076**

This clause is cancelled effective 04/01/94.

K0019C **(01/06/91)** **Taxes, Provincial Gallonage**

This clause is cancelled effective 03/02/97.

K0020D **(01/08/92)** **Air Charter Conditions**

This clause is cancelled effective 03/02/97.

K0020D **(31/01/92)** **Air Charter Conditions**

Effective 01/08/92, this clause is superseded by K0020D.

K - GENERAL CONDITIONS - MODIFICATIONS

K0021D (01/08/92) Air Charter Conditions

Effective 01/12/92, this clause is superseded by M8011D.

K0022C (04/01/94) Cancellation of Flights

Add to General Conditions DSS-MAS 9676, General Conditions - Services, as subsection 9. to section 24 the following:

- "9. If the Carrier has submitted to Canada a cancellation policy that is acceptable to Canada, the foregoing of subsection 2. shall not apply and the Carrier, as a result of a notice mentioned in subsection 1., shall be paid cancellation cost in accordance with the provisions of the said cancellation policy".
-

K0022C (01/08/92) Cancellation of Flights

Effective 04/01/94, this clause is superseded by K0022C.

K0023C (15/12/95) Liability

Without restricting the terms and conditions of the Contract, and particularly section 19 of DSS-MAS 9676, General Conditions - Services, it is hereby understood and agreed that, except to the extent caused by or due to Canada, Canada shall not be liable for any losses, claims, damages, or expenses relating to any injury, disease, illness, disability or death of the Contractor or any employee, agent or representative of the Contractor caused or alleged to be caused as a result of performing the Contract. The Contractor agrees to fully protect and indemnify Canada and not to make any claims or demands against Canada in respect of any of the foregoing contingencies.

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K0023C **(04/01/94)** **Liability**

Effective 15/12/95, this clause is superseded by K0023C.

K0023D **(01/06/91)** **Vessels in Commission - Gen. Cond.**

Effective 15/09/97, this clause is superseded by K0032D.

K0024D **(15/09/97)** **Vessel Unmanned Refits**

1. This requirement is considered "defence supplies"; accordingly, the provisions of General Conditions DSS-MAS 1026A shall form part of the Contract.
 2. In addition to General Conditions DSS-MAS 1026A, Supplemental General Conditions DSS-MAS 1029, Ship Repairs (excluding section 8 and subsections (c), (d), and (f) of section 9), will form part of the Contract.
 3. Fire Fighting Equipment will be readily accessible and made available should a fire emergency arise, and adequate precautions will be taken when burning or welding is carried out in compartments or other confined areas of the vessel.
 4. Responsibility for planning and scheduling of the work will rest with the Contractor, who may be required by the Contracting Authority to present periodic Production Schedules.
-

K0024D **(01/06/91)** **Vessel out of Commission - Gen. Cond.**

Effective 15/09/97, this clause is superseded by K0024D.

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K0025T (01/08/92) **Contractual Obligation**

Effective 01/12/92, this clause is superseded by M8012D.

K0026C (04/01/94) **Priority of Documents**

1. The documents listed below form part of and are incorporated into this Contract. If there is a discrepancy between the wording of one document and the wording of any other document which appears on the list, the wording of the document which first appears on the list shall prevail over the wording of any document which subsequently appears on the list:

- (a) these articles of agreement;
 - (b) General Conditions - Services, DSS-MAS 9676;
 - (c) Air Charter Conditions;
 - (d) Appendix "A";
 - (e) Customer Safety Briefing Confirmation.
-

K0026C (01/08/92) **Priority of Documents**

Effective 04/01/94, this clause is superseded by K0026C.

K0027D (01/12/92) **Warranty (Vessel) - DND**

1. In modification of the requirements of section 08 entitled "Warranty" of General Conditions DSS-MAS 1026A, Supplies - Firm Price, the Contractor hereby warrants:
- (a) the painting of the underwater portion of the hull for a period of twelve (12) months commencing from the date of undocking, and
 - (b) all other items of work for a period of ninety (90) days commencing from the date of acceptance of vessel; said warranty being that all workmanship and materials will be of first class quality and fully in accordance with the specifications. The Contractor also hereby warrants that any part or parts which the shipbuilder has provided and which may, within said ninety (90) days or twelve (12) month period, be found defective or display signs of weakness or undue wear due to faulty design, materials or workmanship shall be repaired or replaced, provided that in the event any defects develop on the underwater painting work

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during the warranty period, the Contractor will only be liable to repair and/or replace to a value to be determined as follows:

"Original cost to Canada of the underwater painting work, divided by fifty-two (52) weeks and multiplied by the number of weeks remaining in the warranty period. The resultant would represent the "Dollar Credit" due to Canada from the Contractor."

K0028D **(31/03/95)** **Default**

This clause is cancelled effective 21/06/99.

K0029D **(01/05/96)** **Warranty**

For the purpose of the Warranty section of the General Conditions forming part of the Contract, the warranty period shall be 36 months in lieu of 12 months. All other provisions of the Warranty section apply without change.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in conjunction with DSS-MAS 1036, Research and Development.

K0030D **(16/02/98)** **Revision of DSS-MAS 1036**

The Supplemental General Conditions DSS-MAS 1036, Research and Development, are amended by deleting section 02 (Conduct of Work) in its entirety and by substituting the following therefor:

"02 Conduct of work

The Contractor shall,

- a) carry out the Work to the satisfaction of the Project Officer and shall comply with all instructions and directions which may, from time to time, be given by the Minister or the Project Officer with respect to the Work or the conduct or progress thereof.
- b) ensure the safety of its workers and carry out the Work in a diligent and efficient manner in accordance with established industry practice and laws for the health and safety of workers related to the performance of the Work."

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Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in conjunction with DSS-MAS 1053, Universities and other Institutions.

K0031D (16/02/98) Revision of DSS-MAS 1053

The General Conditions DSS-MAS 1053, Universities and other Institutions, are amended by deleting section 04 (Conduct of Work) in its entirety and by substituting the following therefor:

- "04 Conduct of Work
1. The Contractor shall,
 - (a) perform the work promptly;
 - (b) supervise the work to ensure that it is performed efficiently, in conformity with the requirements of the contract and in accordance with the highest standards of professional quality; and
 - (c) use only competent personnel to perform the Work.
 - (d) ensure the safety of its workers and carry out the Work in a diligent and efficient manner in accordance with established industry practice and laws for the health and safety of workers related to the performance of the Work.
 2. The Minister shall have access to the work at all reasonable times."

K0032D (15/09/97) Vessel Manned Refits

1. This requirement is considered "defence supplies"; accordingly, the provisions of General Conditions DSS-MAS 1026A, Supplies - Firm Price, shall form part of the Contract.
2. In addition to General Conditions DSS-MAS 1026A, Supplemental General Conditions DSS-MAS 1029, Ship Repairs (excluding section 09), will form part of the Contract.
3. Fire fighting equipment will be readily accessible and made available should a fire emergency arise, and adequate precautions will be taken when burning or welding is carried out in compartments or other confined areas of the vessel.
4. Responsibility for planning and scheduling of the work will rest with the Contractor, who may be required by the Contracting Authority to present periodic Production Schedules.

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K0033D (16/02/98) Health and Labour Conditions

This clause is cancelled effective 01/12/00.

K0034D (16/02/98) Revision of DSS-MAS 1034

This clause is cancelled effective 01/12/00.

K0035D (16/02/98) Conduct of Work - Revision of

This clause is cancelled effective 01/12/00.

Remarks: Use the following clause where the deliverable(s) identified in the contractual document will be specific goods i.e. hardware, software and/or firmware:

K0039D (15/06/98) Y2000 Warranty - Goods

1. The Contractor warrants that:
 - a) all hardware, software and/or firmware products delivered individually, or
 - b) hardware, software and firmware products delivered in combination as an integrated system under this Contract,

as the case may be, shall meet the contractual requirement so as to accurately and automatically process any and all date and date-related data including, but not limited to calculating, comparing, and sequencing and that such date-related processing will take into consideration leap year calculations when used in accordance with the documentation provided by the Contractor and accepted by Canada.
2. To that end, the Contractor also warrants that date-related processing will not, in any way, prevent hardware, software or firmware from conforming to the requirement of the Contract prior to, during, or after the year 2000. Canada may, at no additional cost, require the Contractor, at time of acceptance, to demonstrate compliance and/or compliance techniques and test procedures it intends to follow in order to comply with all of the obligations contained herein.

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3. The obligations contained herein apply to the products delivered by the Contractor and its subcontractor(s) involved in the performance of this Contract.
 4. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference. The warranties contained herein are subject to any limitation of the Contractor's liability specified in the Contract.
 5. The warranties contained herein shall not apply where a modification has been made to a deliverable provided under this Contract by a party other than the Contractor or a subcontractor or a party approved in writing by either of them.
 6. Notwithstanding the foregoing, the provisions set out in the applicable Supplemental General Conditions, if any, under the section entitled "Warranty" apply.
 7. The warranties contained herein shall have a term extending either:
 - (a) to June 30, 2000, or,
 - (b) for a period of six months following acceptance of the hardware, software and/or firmware,whichever is the later date.
-

Remarks: Use the following clause where the deliverable(s) identified in the contractual document will be for Facility Management or Outsourcing Services.

K0040D (15/06/98) Y2000 Warranty - Facility Management or Outsourcing

1. The Contractor warrants that all hardware, software and firmware products which may be delivered to Canada and/or utilize by the Contractor to perform services under this Contract shall meet the contractual requirement so as to accurately and automatically process any and all date and date-related data including, but not limited to calculating, comparing, and sequencing and that such date-related processing will take into consideration leap year calculations when used in accordance with the documentation provided by the Contractor and accepted by Canada.
2. To that end, the Contractor also warrants that date-related processing will not, in any way, prevent hardware, software or firmware from conforming to the requirement of the Contract prior to, during, or after the year 2000. Canada may, at no additional cost, require the Contractor, at time of acceptance, to demonstrate compliance and/or compliance techniques and test procedures it intends to follow in order to comply with all of the obligations contained herein.
3. The obligations contained herein apply to the products delivered to Canada and/or utilized by the Contractor and its subcontractor(s) to provide the services under this Contract. The obligations contained herein do not apply to hardware, firmware, software or software applications provided as Government Property unless expressed elsewhere in the Contract.
4. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by

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reference. The warranties contained herein are subject to any limitation of the Contractor's liability specified in the Contract.

5. The warranties contained herein shall not apply where a modification has been made to a deliverable provided under this Contract by a party other than the Contractor or a subcontractor or a party approved in writing by either of them.
6. Notwithstanding the foregoing, the provisions set out in the applicable Supplemental General Conditions, if any, under the section entitled "Warranty" apply.
7. The warranties contained herein shall have a term extending either:
 - (a) to June 30, 2000, or,
 - (b) for a period of six months following acceptance of the system to which the hardware, software, firmware, as relevant, relate, or,
 - (c) for a period equal to the term of the Contract,whichever is the later date.

Remarks: Use the following clause where the deliverable identified in the contractual document will be an "integrated system".

K0041D (15/06/98) Y2000 Warranty - System Integration

1. The Contractor warrants that all hardware, software and firmware products delivered or developed and any deliverables resulting from the services provided, as an integrated system, shall meet or operate as per the contractual requirement (as evidenced during acceptance tests, as applicable) so as to accurately and automatically process any and all date and date-related data including, but not limited to calculating, comparing, and sequencing of such data from, into and between the twentieth and twenty-first centuries, including leap year calculations when used in accordance with the documentation provided by the Contractor and accepted by Canada.
2. To that end, the Contractor also warrants that date-related processing will not, in any way, prevent hardware, software or firmware from conforming to the requirement of the Contract prior to, during, or after the year 2000. Canada may, at no additional cost, require the Contractor, at time of acceptance, to demonstrate compliance and/or compliance techniques and test procedures it intends to follow in order to comply with all of the obligations contained herein.
3. The obligations contained herein apply to the integrated system provided by the Contractor and its subcontractor(s) involved in the performance of this Contract. The obligations contained herein do not apply to hardware, firmware, software or software applications provided as Government Property unless expressed elsewhere in the Contract.
4. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference. The warranties contained herein are subject to any limitation of the Contractor's liability specified in the Contract.

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5. The warranties contained herein shall not apply where a modification has been made to a deliverable provided under this Contract by a party other than the Contractor or a subcontractor or a party approved in writing by either of them.
6. Notwithstanding the foregoing, the provisions set out in the applicable Supplemental General Conditions, if any, under the section entitled "Warranty" apply.
7. The warranties contained herein shall have a term extending either:
 - (a) to June 30, 2000, or,
 - (b) for a period of six months following acceptance of the system to which the hardware, software, firmware, as relevant, relate,whichever is the later date.

Remarks: Use the following clause where the deliverables identified in the contractual document will be services.

K0042D (15/06/98) Y2000 Warranty - Service

1. The Contractor warrants that the deliverables resulting from the services provided under this Contract shall meet the contractual requirement so that the deliverables (as evidenced during acceptance tests, as applicable) accurately and automatically process any and all date and date-related data including, but not limited to calculating, comparing, and sequencing of such data from, into and between the twentieth and twenty-first centuries, including leap year calculations when used in accordance with the documentation provided by the Contractor and accepted by Canada, provided that all hardware, software and firmware products used with the deliverables properly exchange accurate date and date-related data with them.
2. To that end, the Contractor also warrants that date-related processing will not, in any way, prevent hardware, software or firmware from conforming to the requirement of the Contract prior to, during, or after the year 2000. Canada may, at no additional cost, require the Contractor, prior to the performance of the services, to demonstrate compliance and/or compliance techniques and test procedures it intends to follow in order to comply with all of the obligations contained herein.
3. The obligations contained herein apply to the services provided by the Contractor and its subcontractor(s) involved in the performance of this Contract. Subject to the specific contractual requirement, the obligations contained herein do not apply to hardware, firmware, software or software applications provided as Government Property unless expressed elsewhere in the Contract.
4. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference. The warranties contained herein are subject to any limitation of the Contractor's liability specified in the Contract.
5. The warranties contained herein shall not apply where a modification has been made to a deliverable provided under this Contract by a party other than the Contractor or a subcontractor or a party approved in writing by either of them.

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6. Notwithstanding the foregoing, the provisions set out in the applicable Supplemental General Conditions, if any, under the section entitled "Warranty" apply.
7. The warranties contained herein shall have a term extending either:
 - (a) to June 30, 2000, or,
 - (b) for a period of six months following acceptance of the services,whichever is the later date.

Remarks: Use the following clause if, or when, the deliverable(s) identified in the contractual document will be goods that may contain electronic processing systems not specifically related to the purchase of Information Technology (IT) systems.

K0043D (12/05/00) Y2000 Warranty - Goods Not Directly Related to IT Procurements

1. The Contractor warrants that all electronic processing systems contained within or forming part of goods delivered under this Contract, shall meet the contractual requirement so as to accurately and automatically process any and all date and date-related data including, but not limited to calculating, comparing, and sequencing of such data from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, and that such date-related processing will take into consideration leap year calculations when used in accordance with the documentation provided by the Contractor and accepted by Canada.
2. The items under warranty include but are not limited to:
 - processors
 - memory (RAM, ROM, PROM, EPROM, etc.)
 - firmware or software
 - reliant systems or architecture
 - integrated circuits.
3. To that end, the Contractor also warrants that date-related processing will not, in any way, prevent the goods from conforming to the requirement of the Contract prior to, during, or after the year 2000. Canada may, at no additional cost, require the Contractor, at time of acceptance, to demonstrate compliance and/or compliance techniques and test procedures it followed in order to comply with all of the obligations contained herein.
4. The obligations contained herein apply to the products delivered by the Contractor and its subcontractor(s) involved in the performance of this Contract.
5. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty that may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.
6. Notwithstanding the foregoing, the provisions set out in the applicable Supplemental General Conditions, if any, under the section entitled "Warranty" apply.
7. The warranties contained herein shall have a term extending either:

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- (a) to June 30, 2000, or,
 - (b) for a period of six months following acceptance of the hardware, software and/or firmware,
- whichever is the later date.
-

K0043D (23/11/98) Y2000 Warranty - Goods Not Directly Related to IT Procurements

Effective 12/05/00, this clause is superseded by K0043D.

Remarks: Use the following clause if, or when, the deliverables identified in the contractual document will be services not specifically related to the purchase of Information Technology (IT) systems.

K0044D (23/11/98) Y2000 Warranty - Services Not Directly Related to IT Procurements

1. The Contractor warrants that the deliverables resulting from the services provided under this Contract shall meet the contractual requirement so that the deliverables (as evidenced during acceptance tests, as applicable) accurately and automatically process date and date-related data including, but not limited to calculating, comparing, and sequencing of such data from, into and between the twentieth and the twenty-first centuries, and the years 1999 and 2000, and including leap year calculations when used in accordance with the documentation provided by the Contractor and accepted by Canada, provided that all electronic processing systems used with the deliverables properly exchange accurate date and date-related data with them. To that end, the Contractor also warrants that date-related processing will not, in any way, prevent electronic processing systems from conforming to the requirement of the Contract prior to, during, or after the year 2000. Canada may, at no additional cost, require the Contractor prior to the performance of the services, to demonstrate compliance and/or compliance techniques and test procedures it intends to follow in order to comply with all of the obligations contained herein.
2. The items under warranty include but are not limited to:
 - processors
 - memory (RAM, ROM, PROM, EPROM, etc.)
 - firmware or software
 - reliant systems or architecture
 - integrated circuits.
3. The obligations contained herein apply to the services provided by the Contractor and its subcontractor(s) involved in the performance of this Contract. Subject to the specific contractual requirement, the obligations contained herein do not apply to electronic processing systems provided as Government Property unless expressed elsewhere in the Contract.
4. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty that may be specified in this Contract, its

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appendices, its schedules, its annexes or any document incorporated in this Contract by reference. Notwithstanding the foregoing, the provisions set out in the applicable Supplemental General Conditions, if any, under the section entitled "Warranty" apply.

5. The warranties contained herein shall have a term extending either:
- (a) to June 30, 2000, or,
 - (b) for a period of six months following acceptance of the hardware, software and/or firmware,
- whichever is the later date.
-

K0045D (16/02/98) Subcontracting

1. Notwithstanding the provisions of the General Conditions DSS-MAS 1026A or DSS-MAS 1026B, as the case may be, covering subcontracting, the Contractor may, without the prior written consent of the Minister,
- (a) purchase "off-the-shelf" items and such standard articles and materials as are ordinarily manufactured or produced by mills and manufacturers in the normal course of business;
 - (b) subcontract for the provision of services as are ordinarily performed by suppliers of such services in their normal course of business;
 - (c) subcontract any of the work to any one subcontractor up to a value in the aggregate of \$100,000;
 - (d) authorize its first and subsequent tier subcontractors to make purchases or subcontract as permitted in paragraphs (a) through (c).
2. The foregoing provisions shall not apply to assignments of contracts.
3. Except as provided in section 1, the Contractor shall not subcontract any portion of the work without obtaining the prior written consent of the Minister.
4. Except as modified by these Supplemental General Conditions or by other provisions of the Contract, the General Conditions DSS-MAS 1026A or DSS-MAS 1026B, as the case may be, including the provisions therein covering assigning and subcontracting, shall remain in full force and effect.
5. No subcontracting or assignment shall relieve the Contractor from any of its obligations under the Contract or impose any liability upon Her Majesty or the Minister to a subcontractor or an assignee.
-

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K1000T (05/08/91) Statement of Eligible Goods

This clause is cancelled effective 01/12/92.

K1000T (01/06/91) Statement of Eligible Goods

Effective 05/08/91, this clause is superseded by K1000T.

K1001T (01/04/92) Statement of Eligible Goods

This clause is cancelled effective 01/06/94.

K1002T (01/04/92) Statement of Eligible Goods

This clause is cancelled effective 01/06/94.

K1100C (01/04/92) Statement of Eligible Goods

This clause is cancelled effective 01/06/94.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in bid solicitations where a resultant contract may be subject to the Federal Contractors Program for Employment Equity (FCP EE). Refer to Supply Manual, procedure 5.113 for exclusions from the FCP EE.

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K2000T (25/05/01) Employment Equity

1. The Federal Contractors Program for Employment Equity (FCP EE) requires that Canadian organizations bidding for federal government contracts, \$200,000.00 and over, make a formal commitment to implement employment equity, as a pre-condition to the validation of their bids. If the bidder is subject to the Program, evidence of its commitment must be provided prior to the award of any contract.
 - (a) The program requirements do not apply to organizations which:
 - () have fewer than 100 permanent part-time and/or full time employees across Canada or;
 - () are a federally regulated employer.

(Please check the appropriate item above if applicable)
 - (b) If the bidder's organization does not fall within the parameters of items above, the program requirements do apply and, as such the bidder is required to submit a duly signed Certificate of Commitment as referenced below, or its Certificate number _____ confirming its adherence to the program.
2. In all cases, the bidder is required to produce evidence of supporting information on demand, if such evidence is not provided with its bid. Under no circumstance will a contract be awarded to an organization that does not comply with the requirements of the FCP EE, unless it is exempt from the Program.

NOTE:

1. The FCP EE applies to Canadian-based bidders only.
2. The Certificate of Commitment, criteria and other information about the FCP EE, are available in the *Standard Acquisition Clauses and Conditions* Manual, Section 2, and on the PWGSC Internet site at: <http://www.pwgsc.gc.ca/sacc/choice-e.html>.

K2000T (01/12/00) Employment Equity

Effective 25/05/01, this clause is superseded by K2000T.

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K2001T (31/01/92) Employment Equity Program

This clause is cancelled effective 01/12/92.

K2100D (11/12/91) South African/Haitian Conditions

This clause is cancelled effective 29/10/93.

K2100D (01/06/91) South African Condition

Effective 11/12/91, this clause is superseded by K2100D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all contractual documents. At the bid solicitation stage, the sanctions are provided to bidders for information purposes only.

K2105D (24/05/02) International Sanctions

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.

Details on existing sanctions can be found at: <http://www.dfait-maeci.gc.ca/trade/sanctions-e.asp>

2. It is a condition of this Contract that the Contractor not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. By law, the Contractor must comply with changes to the regulations imposed during the life of the Contract. During the performance of the Contract, should the imposition of sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the Contractor, the situation will be treated by the Parties as a force majeure. The Contractor shall forthwith inform Canada of the situation; the procedures applicable to force majeure shall then apply.

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K2105D (25/05/01) International Sanctions

Effective 24/05/02, this clause is superseded by K2105D.

Remarks:

Use this clause in bid solicitations where DSS-MAS 1011A, DSS-MAS 1026A, DSS-MAS 1026B, DSS-MAS 1053 or DSS-MAS 9329 is used.

K2200D (01/05/96) Conflict of Interest

The Contractor agrees that it is a term of the Contract that no person who is not in compliance with the provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders or the Conflict of Interest and Post-Employment Code for the Public Service, shall derive any direct benefit from this Contract.

K2200D (01/04/92) Conflict of Interest

Effective 01/05/96, this clause is superseded by K2200D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause when the Contractor must design and write up specifications on behalf of Canada that are to be used for a bid solicitation, or when the Contractor must manage and amend the documentation and technical data that belong to Canada and that could be used in the repair or construction of its equipment, the refit or construction of a vessel owned by Canada, or when the Contractor is acting as Canada's representative in the management of any repair, refit or construction/manufacturing contract. Insert the name of the Contractor who will carry out the work, if it is known, or "the Bidder selected to carry out the work."

K2205D (21/06/99) Conflict of Interest

1. In order to avoid any real or apparent conflicts of interest, the Contractor hereby agrees that it will not, during the term of the contract, undertake or perform services on behalf of, or contract with (Insert the name of the Contractor(s)).

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2. The Contractor further agrees that it will ensure that personnel provided, pursuant to the Contract, shall devote their full time and attention to the performance of the services to be provided hereunder and will not, therefore, be in a position of any possible conflict of interest during the term hereof.
 3. It shall be a term of the Contract:
 - (a) that no former public office holder who is not in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders shall derive a direct benefit from the Contract; and
 - (b) that during the term of the Contract any persons engaged in the course of carrying out this Contract shall conduct themselves in compliance with the principles of the Conflict of Interest and Post-Employment Code for Public Office Holders. Should an interest be acquired during the life of the Contract that would cause a conflict of interest or seem to cause a departure from the principles, the Contractor shall declare it immediately to the departmental representative.
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Remarks: Use this clause in bid solicitations where Canada has employed the assistance of private sector contractors in the preparation of a solicitation or statement of work.

K2210T (31/03/95) Conflict of Interest

Canada has employed the assistance of private sector contractors in the preparation of this solicitation. Responses to this solicitation from any such contractor or with respect to which such contractor is in any manner directly or indirectly involved will be deemed to be in conflict of interest (real or perceived) and will not be considered. By submitting a bid, the Bidder represents that there is no conflict of interest as stated above.

K3000D (01/12/92) Intellectual Property Rights

This clause is cancelled effective 04/01/94.

K3000D (19/12/91) Intellectual Property Rights

Effective 01/12/92, this clause is superseded by K3000D.

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K3001D (01/12/92) Intellectual Property Rights

This clause is cancelled effective 04/01/94.

K3001D (19/12/91) Intellectual Property Rights

Effective 01/12/92, this clause is superseded by K3001D.

Remarks: Use the following clause in combination with DSS-MAS 9676, "General Conditions - Services" or DSS-MAS 9601, "General Conditions - Long Form", in a Contract which does not involve any research and development, where it is anticipated that the intellectual property arising from the Work under the Contract, if any, will be minimal, where the client has specified that the intellectual property rights are to vest in the contractor and where the Crown does not wish to have any license to use any intellectual property that may arise in the Contractor's performance of the Contract.

Do not use this clause in conjunction with DSS-MAS 9624, "General Conditions - Research and Development". Clause K3030D may be used in combination with this clause where material subject to copyright protection will be created in the performance of the Contract and the client department wishes to ensure that it obtains a license to exercise all rights comprised in the copyright in that material, but does not require a license to exercise any other intellectual property rights arising from the Work under the Contract.

K3002D (25/05/01) Contractor to own IP: No Explicit License Rights for Canada

The General Conditions are amended by deleting in its entirety the section entitled "Copyright", which is replaced by the following:

"Without affecting any intellectual property rights or interests therein that have come into being prior to the Contract or that relate to information or data supplied by Canada for purposes of the Contract, all intellectual property rights in anything conceived, developed, reduced to practice or produced as part of the Work under the Contract shall immediately, as soon as they come into existence, vest in and remain the property of the Contractor."

K - GENERAL CONDITIONS - MODIFICATIONS

K3002D (04/01/94) Intellectual Property Rights

Effective 25/05/01, this clause is superseded by K3002D.

Remarks: Use the following clause only where the Contractor is to own the Foreground Information and where either DSS-MAS 9601-6, "Contractor to Own Intellectual Property Rights in Foreground Information", or DSS-MAS 9624, "General Conditions - Research and Development", form part of the Contract.

Add the following clause if the Contractor is to be required to protect its or Canada's interest in the intellectual property (usually where there is also a requirement to exploit the intellectual property in Canada).

K3005D (25/05/01) Protection of Intellectual Property

The Contractor shall take reasonable measures to protect the Intellectual Property Rights in the Foreground Information, and in any case shall take at least the same measures as it takes in relation to other similar intellectual property owned by the Contractor.

K3005D (04/01/94) Protection of Intellectual Property

Effective 25/05/01, this clause is superseded by K3002D.

Remarks: Use the following clause for procurement of any items where design is property of Canada.

K3006D (15/12/95) Design - Property of Canada

The Contractor acknowledges that the design of the goods to be produced including all markings, writings and inscriptions is the property of Canada and agrees that it will not manufacture, sell or offer for sale, goods of the same design including such markings, writings and inscriptions to any person or corporation other than Canada without the Minister's prior written authorization.

K - GENERAL CONDITIONS - MODIFICATIONS

K3010D (01/12/92) Disclosure to Other Governments

This clause is cancelled effective 04/01/94.

K3010D (19/12/91) Disclosure to Other Governments

Effective 01/12/92, this clause is superseded by K3010D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause only where the Contractor is to own the Foreground Information and where either DSS-MAS 9601-6, "Contractor to Own Intellectual Property Rights in Foreground Information", or DSS-MAS 9624, "General Conditions - Research and Development", form part of the contract.

Add the following clause where the contractor is to be required to keep Foreground Information confidential for a specific period of time following completion of the contract. This clause would be suitable where the client department wishes to give the intellectual property rights to the contractor but wishes to prevent publishing and to restrict disclosure of that information for a period of time for security or other reasons.

K3015D (10/12/01) Foreground Information - Confidentiality

The Contractor, during the performance of the Contract and for a period of _____ months thereafter, shall keep confidential and shall not publish or otherwise disclose to any person any Foreground Information, except as may be necessary to carry out the Work under the Contract in which case the Contractor shall impose the same obligation of confidentiality on any person to whom the information is disclosed. The foregoing obligation does not apply to any Foreground Information where the same information is publicly available from a source other than Canada.

K3015D (25/05/01) Technical Information - Confidentiality

Effective 10/12/01, this clause is superseded by K3015D.

K - GENERAL CONDITIONS - MODIFICATIONS

Remarks: Use the following clause only where the Contractor is to own the Foreground Information and where either DSS-MAS 9601-6, "Contractor to Own Intellectual Property Rights in Foreground Information", or DSS-MAS 9624, "General Conditions - Research and Development", form part of the Contract.

Add the following clause where the client department is willing to give the Contractor access to information over and above any Canada-owned Technical Information disclosed to the Contractor for purposes of carrying out the Contract. If appropriate, replace "certain Canada-owned information" by a list of specific items.

K3020D (25/05/01) Licence to Canada's Information

If commercial exploitation or further development of the Foreground Information, the Intellectual Property Rights in which vest in the Contractor pursuant to section 23 of DSS-MAS 9624 or section 03 of DSS-MAS 9601-6, whichever forms part of the Contract, reasonably requires the use of certain Canada-owned information other than that supplied to the Contractor for purposes of the Contract, Canada may provide the Contractor with a license for that purpose, on terms and conditions to be negotiated between the Contractor and the minister for whose department or agency the Work is being or was carried out and which terms and conditions may include the payment of compensation. The Contractor must set out its request for such a license in writing, with an explanation as to why the license is required. The minister for whose department or agency the Work is being or was carried out shall respond in writing to the request within a reasonable period of time. If the Contractor's request is refused, the said minister's reply shall provide an explanation for the refusal.

K3020D (01/12/00) Licence to Canada's Information

Effective 25/05/01, this clause is superseded by K3020D.

Remarks: Use the following clause only where the Contractor is to own the Foreground Information and where DSS-MAS 9601-6, "Contractor to Own Intellectual Property Rights in Foreground Information", forms part of the Contract.

This clause is intended for use where the Contractor is engaged to, essentially, produce a new product and where the client department has determined that it wishes to have a broader license to the Contractor's background to allow for further development of that product, including, possibly, production of it for Canada's use.

K3025D (10/12/01) License to Intellectual Property Rights in Background Information (Contractor Owns)

1. Section 05, "License to Intellectual Property Rights in Background Information", of Supplemental General Conditions DSS-MAS 9601-6 is deleted and replaced by the following:

K - GENERAL CONDITIONS - MODIFICATIONS

"05 License to Intellectual Property Rights in Background Information

1. Without restricting the scope of any license or other right in the Background Information that Canada may otherwise hold, the Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in any Background Information incorporated into the Work or necessary for the performance of the Work as may be required in order for Canada to exercise its license in the Intellectual Property Rights in the Foreground Information. The Contractor agrees, subject to subsection 4, to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.
 2. The Contractor acknowledges that Canada may wish to award contracts for a purpose contemplated in subsection 1 and that such contract awards may follow a competitive process. The Contractor agrees that Canada's license in relation to the Intellectual Property Rights in Background Information includes the right to disclose the Background Information to bidders for such contracts, and to sublicense or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require bidders and the contractor not to use or disclose any Background Information except as may be necessary to bid for or to carry out that contract.
 3. Where the Intellectual Property Rights in any Background Information are owned by a Subcontractor at any tier, the Contractor shall either obtain a license from that Subcontractor that permits compliance with subsections 1 and 2 or arrange for the Subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed and executed by the Subcontractor, no later than the time of disclosure to Canada of that Background Information.
 4. Notwithstanding subsection 1, the license set out therein shall not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract. Furthermore, in the case of commercial off-the-shelf software, the Contractor's obligation to make the source code promptly available to Canada for a purpose set out in subsection 1 shall apply only to source code that is within the control of or can be obtained by the Contractor or any Subcontractor, and in that event the Contractor shall, if requested by Canada, make the source code available to Canada within reasonable delivery times and on reasonable other commercial terms."
2. Subsection 1 of section 10, "Waiver of Moral Rights", in DSS-MAS 9601-6 is deleted and replaced by the following:

"10 Waiver of Moral Rights

1. The Contractor shall provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of moral rights (as this term is defined in the *Copyright Act*, R.S. 1985, c. C-42), in a form acceptable to the Minister, from every author that contributed to any Foreground Information which is subject to copyright protection and which is deliverable to Canada under the terms of the Contract."

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K3025D (25/02/01) **License to Intellectual Property Rights in Background Information
(Contractor Owns)**

Effective 10/12/01, this clause is superseded by K3025D.

Remarks: Use the following clause in combination with DSS-MAS 9676, General Conditions - Services, or DSS-MAS 9601, General Conditions - Long Form, and clause K3002D, Contractor to Own IP: No Explicit License Rights for Canada, in a Contract which does not involve any research and development, where it is anticipated that the intellectual property arising from the Work under the Contract, if any, will be negligible. Clause K3030D may be used in combination with K3002D where the client department wishes to ensure that it obtains a license to exercise all rights comprised in the copyright, if any, in a protected Work arising in the Contractor's performance of the Contract, but does not require a license to exercise any other intellectual property rights arising from the Work under the Contract.

Do not use this clause in conjunction with DSS-MAS 9624, General Conditions - Research and Development.

K3030D (25/05/01) **License to Material Subject to Copyright**

1. In this clause, "Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists.
2. The Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise all rights comprised in the copyright in the Material, for any public purpose.
3. Copyright in any translation of the Material made by or for Canada shall vest in Canada.
4. Canada may use independent contractors in the exercise of Canada's license pursuant to this clause.
5. Canada shall reproduce the Contractor's copyright notice, if any, on all copies of the Material, and Canada shall acknowledge the Contractor's title to the copyright in the original work on all copies of translations of the Material effected by or for Canada.
6. No restrictions other than those set out in this section shall apply to Canada's use of copies of the Material or of translated versions of the Material.
7. At the request of the Minister, the Contractor shall provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of Moral Rights, in a form acceptable to the Minister, from every author that contributed to the Material.
8. If the Contractor is an author of the Material, the Contractor hereby permanently waives the Contractor's Moral Rights in respect of the Material.

K - GENERAL CONDITIONS - MODIFICATIONS

K3030D (01/12/00) Right to Use, Copy and Translate

Effective 25/05/01, this clause is superseded by K3030D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in all bid solicitations in which the client department has determined that Canada will own any intellectual property arising from the work under the Contract. The contracting officer will insert the name of the client department or agency and one or more of the following grounds for Canada ownership, as supplied by the client department or agency (do not include the exception number):

- (6.1) national security;
- (6.2) statutes, regulations or prior obligations of Canada to a third party or parties preclude Contractor ownership of the Intellectual Property Rights in Foreground Information;
- (6.3) the Contractor has declared in writing that the Contractor is not interested in owning the Intellectual Property Rights in Foreground Information;
- (6.4.1) the main purpose of the Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination;
- (6.4.2) the main purpose of the Contract, or of the deliverables contracted for, is to augment an existing body of Canada's background information rights as a prerequisite to their planned transfer to the private sector, through licensing or assignment of ownership to another person, for the purposes of commercial exploitation;
- (6.4.3) the main purpose of the Contract, or of the deliverables contracted for, is to deliver a component or subsystem that will be incorporated into a complete system at a later date, as a prerequisite to the planned transfer of the complete system to the private sector, through licensing or assignment of ownership, for purposes of commercial exploitation;
- (6.5) Canada has opted to own the intellectual property rights in any material subject to copyright that is created or developed as part of the Work, with the exception of computer software or any documentation pertaining to such software.

K3200T (25/05/01) Basis for Canada's Ownership of Intellectual Property

The _____ has determined that any intellectual property arising from the performance of the Work under the Contract will vest in Canada, on the following grounds: _____.

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K3200T **(04/01/94)** **Ownership of Intellectual Property**

Effective 25/05/01, this clause is superseded by K3200T.

K3300D **(01/12/92)** **Intellectual Property Rights**

This clause is cancelled effective 04/01/94.

K3300D **(19/12/91)** **Intellectual Property Rights**

Effective 01/12/92, this clause is superseded by K3300D.

K3301D **(01/12/92)** **Intellectual Property Rights**

This clause is cancelled effective 04/01/94.

K3301D **(19/12/91)** **Intellectual Property Rights**

Effective 01/12/92, this clause is superseded by K3301D.

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K3302D (01/12/92) Intellectual Property Rights

This clause is cancelled effective 04/01/94.

Remarks: Use the following clause where Canada is to own the Foreground Information and where DSS-MAS 9601-7, "Canada to Own Intellectual Property Rights in Foreground Information", forms part of the Contract, if the Crown is prepared, at the time of Contract, to consider granting the Contractor a license to exercise the Intellectual Property Rights in the Foreground Information owned by Canada.

Article 9.1 of the Intellectual Property (IP) Policy states that the Crown should not unreasonably refuse to grant a license to the Contractor for the Contractor's use of the Foreground Information.

Article 9.2 of the IP Policy states that where the reason which was invoked for Canada's ownership of the Intellectual Property Rights in the Foreground Information was either:

1. that the main purpose of the Contract, or of the deliverables contracted for, is to augment an existing body of Canada's background information rights as a prerequisite to their planned transfer to the private sector at a later date, through licensing or assignment of ownership to another person, for the purposes of commercial exploitation; or
2. that the main purpose of the Contract, or of the deliverables contracted for, is to deliver a component or subsystem that will be incorporated into a complete system at a later date, as a prerequisite to the planned transfer of the complete system to the private sector, through licensing or assignment of ownership, for purposes of commercial exploitation,

then when Canada grants a license for the Foreground Information, the license must be royalty-free. The following clause applies in those circumstances.

K3305D (25/05/01) License to Intellectual Property Rights in Foreground Information (Royalty Free)

1. Subject to subsection 2, if the Contractor wishes to make use of the Foreground Information for purposes of its commercial exploitation or further development, then the Contractor may make a written request for a license to the minister for whose department or agency the Work is being or was carried out. Such a request should be made within thirty (30) working days following completion of the Work. The Contractor shall give that minister an explanation as to why such a license is required. That minister shall respond in writing to any request for such a license within a reasonable period of time. If the request is refused the response shall provide an explanation for the refusal. Should the minister for whose department the work is being or was carried out agree to grant such a license, it shall be on terms and conditions to be negotiated between the Contractor and that minister.
2. Where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada, or personal information (as this term is defined in the *Privacy Act* (R.S.C., c. P-21)) collected by the Contractor as part of the Work, then the license referred to in subsection 1 shall be restricted to the Intellectual Property Rights in Foreground

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Information that are capable of being exploited without the use of such information or data or personal information.

K3305D (01/12/00) **License to Foreground Information**

Effective 25/05/01, this clause is superseded by K3305D.

Remarks: Use the following clause where Canada is to own the Foreground Information, if the Crown is prepared, at the time of the Contract, to consider granting the Contractor a license to exercise the Intellectual Property Rights in the Foreground Information owned by Canada, on terms and conditions that could include the payment of a royalty by the Contractor.

Article 9.1 of the Intellectual Property (IP) Policy states that the Crown should not unreasonably refuse to grant a license to the Contractor for the Contractor's use of the Foreground Information. Where the client department is relying on any exception in the IP Policy for Canada's ownership of the Intellectual Property Rights in the Foreground Information other than those exceptions set out in 6.4.2 or 6.4.3 of the IP Policy, or in the event that 6.4.2 or 6.4.3 of the IP Policy was invoked by the Crown but a license is to be granted to the Contractor as part of the transfer of the final product or complete system to the private sector, then the following clause may be used.

K3306D (25/05/01) **License to Intellectual Property Rights in Foreground Information
(Possible Royalty)**

1. Subject to subsection 2, if the Contractor wishes to make use of the Foreground Information for purposes of its commercial exploitation or further development, then the Contractor may make a written request for a license to the minister for whose department or agency the Work is being or was carried out. Such a request should be made within thirty (30) working days following completion of the Work. The Contractor shall give that minister an explanation as to why such a license is required. That minister shall respond in writing to any request for such a license within a reasonable period of time. If the request is refused the response shall provide an explanation for the refusal. Should the minister for whose department the work is being or was carried out agree to grant such a license, it shall be on terms and conditions to be negotiated between the Contractor and that minister. It is understood that those terms may include payment of compensation to Canada.
 2. Where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada, or personal information (as this term is defined in the *Privacy Act* (R.S.C., c. P-21)) collected by the Contractor as part of the Work, then the license referred to in subsection 1 shall be restricted to the Intellectual Property Rights in Foreground Information that are capable of being exploited without the use of such information or data or such personal information.
-

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Remarks: Use the following clause only where Canada is to own the Intellectual Property Rights in the Foreground Information pursuant to the terms of the Contract

The following clause may be used where Canada is to own the Intellectual Property Rights in the Foreground Information but Canada is prepared to license the Contractor to exercise same.

Add the following clause if the Contractor is not to be permitted to sub-license the use of the Foreground Information.

K3310D (25/05/01) No Right for Contractor to Sub-license

The Contractor shall not have the right to sub-license or otherwise authorize any party to exercise any of the Intellectual Property Rights in the Foreground Information.

K3310D (01/12/00) No Right for Contractor to Sub-license

Effective 25/05/01, this clause is superseded by K3310D.

Remarks: Use the following clause where Canada will own the Foreground Information pursuant to DSS-MAS 9601-7 or K3410D, where K3305D or K3306D will be used and where the client department is, at the time of the Contract, prepared to grant the Contractor access to Canada-owned information for purposes of Contractor's further development or commercial exploitation of the Foreground Information, where such development and commercial exploitation is permitted under license from Canada. Such a license to Canada-owned information would be negotiated separately between Canada and the contractor, for purposes of the commercial exploitation of the Foreground Information.

If appropriate, replace "certain Canada-owned information" by a list of specific items the Crown may be willing to licence to the Contractor.

K3315D (25/05/01) License to Intellectual Property Rights in Canada-owned Information

If the Contractor wishes to make use of certain Canada-owned information for purposes of the commercial exploitation or further development of the Foreground Information, and where Canada has granted or grants a license to the Intellectual Property Rights in the Foreground Information for such purposes, then the Contractor may make a written request for a license to exercise the required Intellectual Property Rights in such Canada-owned information, to the minister for whose department or agency the Work is being or was carried out. The Contractor shall give that minister an explanation as to why such a license is required. That minister shall respond in writing to any request for such a license within a reasonable period of time. Should the minister for whose department the work is being or was carried out agree to grant such a license, it shall

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be on terms and conditions to be negotiated between the Contractor and that minister. It is understood that those terms may include payment of compensation to Canada.

K3315D (01/12/00) Licence to Canada's Information

Effective 25/05/01, this clause is superseded by K3315D.

Remarks: Use this clause where the Contractor is engaged to, essentially, produce a new product and where the Responsible Department has determined that it wishes to have a broader license to the Contractor's Background Information to allow for further development of that product, including, possibly, production of it for Canada's use.

K3320D (10/12/01) License to Intellectual Property Rights in Background Information

1. Section 04, "License to Intellectual Property Rights in Background Information", of Supplemental General Conditions DSS-MAS 9601-7 is deleted and replaced by the following:

"04 License to Intellectual Property Rights in Background Information

1. Without restricting the scope of any license or other right in the Background Information that Canada may otherwise hold, the Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in any Background Information incorporated into the Work or necessary for the performance of the Work as may be required in order for Canada to exercise its Intellectual Property Rights in the Foreground Information. The Contractor agrees, subject to subsection 4, to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.
2. The Contractor acknowledges that Canada may wish to award contracts for a purpose contemplated in subsection 1 and that such contract awards may follow a competitive process. The Contractor agrees that Canada's license in relation to the Intellectual Property Rights in the Background Information includes the right to disclose the Background Information to bidders for such contracts and to sublicense or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require bidders and the contractor not to use or disclose any Background Information except as may be necessary to bid for or to carry out that contract.
3. Where the Intellectual Property Rights in any Background Information are owned by a Subcontractor at any tier, the Contractor shall either obtain a license from that Subcontractor that permits compliance with subsections 1 and 2 or arrange for the Subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed

K - GENERAL CONDITIONS - MODIFICATIONS

and executed by the Subcontractor, no later than the time of disclosure to Canada of that Background Information.

4. Notwithstanding subsection 1, the license set out therein shall not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract. Furthermore, in the case of commercial off-the-shelf software, the Contractor's obligation to make the source code promptly available to Canada for a purpose set out in subsection 1 shall apply only to source code that is within the control of or can be obtained by the Contractor or any Subcontractor, and in that event the Contractor shall, if requested by Canada, make the source code available to Canada within reasonable delivery times and on reasonable other commercial terms."
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K3320D (25/05/01) Alternative Background License (Broader)

Effective 10/12/01, this clause is superseded by K3320D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. This clause must be used in conjunction with the basic "Intellectual Property Rights" clauses: K3000D, K3001D, K3002D, K3300D, K3301D AND K3302D, TO CLEARLY STIPULATE which sections of the general condition sets are being replaced.

K3400D (01/12/00) Intellectual Propriety Condition Substitutions

Clause _____ (number), _____(title), referenced in this document, replaces the following provisions of the General Conditions and Supplemental General Conditions:

[Delete those items that do not apply, as well as this instruction]

DSS-MAS 1026A: section 18 (Patent Licences and Use of Technical Information)

DSS-MAS 1026B: section 17 (Patent Licences and Use of Technical Information)

DSS-MAS 1036: section 04 (Ownership of Inventions).

K - GENERAL CONDITIONS - MODIFICATIONS

K3400D (04/01/94) Intellectual Propriety Condition Substitutions

Effective 01/12/00, this clause is superseded by K3400D.

Remarks: Use this clause in conjunction with DSS-MAS 9601-6, "Contractor to Own Intellectual Property Rights in Foreground Information", where Canada requires the right to make, copy, translate, use, practice, produce or further develop designs and other intellectual property developed under the contract for any government purpose except sale or licensing in commercial competition with the contractor.

K3405D (25/05/01) Foreground Information License Amendment

Subsection 04 of DSS-MAS 9601-6, "Contractor to Own Intellectual Property Rights in Foreground Information", is amended by deleting paragraph 1. in its entirety and by substituting the following therefor:

04 License to Intellectual Property Rights in Foreground Information

- "1. The Contractor hereby grants to Canada a non-exclusive, irrevocable, worldwide, fully-paid and royalty-free license to make, copy, translate, use, practice, produce or further develop all Foreground Information for any government purpose except sale or licensing in commercial competition with the Contractor. Canada's license also includes the right to disclose the Foreground Information to other governments for information purposes only. Without limiting the foregoing, Canada's license with respect to any Foreground Information that is Software includes the right to modify that Software, and, where applicable, to use it, or any modified form of it, on any and all computer systems owned, leased or operated by Canada anywhere in the world."
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K3405D (01/12/00) Foreground Information Licence Amendment

Effective 25/05/01, this clause is superseded by K3405D.

Remarks: Use the following clause in conjunction with DSS-MAS 9624, "General Conditions - Research and Development," where Canada is to own the foreground information.

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K3410D

(10/12/01)

Canada to Own Intellectual Property Rights in Foreground Information

1. General Conditions DSS-MAS 9624, Research and Development, are amended by deleting the sections entitled "Contractor to Own Intellectual Property Rights in Foreground Information"; "License to Intellectual Property Rights in Foreground Information"; "License to Intellectual Property Rights in Background Information"; "Right to License"; "Transfer of Intellectual Property Rights in Foreground Information"; "Sale, Assignment, Transfer or Licensing of Intellectual Property Rights in Foreground Information"; "Access to Information; Exception to Contractor Rights" and subsection 22(2) of "Disclosure of Foreground Information" in their entirety. This section applies in lieu of those sections.

[Canada to Own Intellectual Property Rights in Foreground Information]

2. Without affecting any Intellectual Property Rights or interests therein that have come into being prior to the Contract, all Intellectual Property Rights in the Foreground Information shall immediately, as soon as they come into existence, vest in and remain the property of Canada. The Contractor shall have no right in or to any such Intellectual Property Rights in the Foreground Information except any right that may be granted in writing by Canada.
3. The Contractor shall incorporate the copyright symbol and either of the following copyright notices, as appropriate, into all Foreground Information that is subject to copyright, regardless of the form in or medium upon which it is recorded:

© HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)

or

© SA MAJESTÉ LA REINE DU CHEF DU CANADA (year)

4. (a) For greater certainty, the Contractor agrees that where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada or personal information referred to in paragraph (b), then the Contractor shall not use or disclose any such information or data or personal information for any purpose other than completing the Work under the Contract. The Contractor shall not dispose of such information or data or personal information except by returning it to Canada. The Contractor shall comply with the General Conditions of the Contract in regard to maintaining the confidentiality of such information, data, or personal information. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, data, or personal information, together with every copy, draft, working paper and note thereof that contains such information, data, or personal information upon completion or termination of the Contract or at such earlier time as the Minister may require.
- (b) For greater certainty and without limiting paragraph 4.(a), if the Work under the Contract involves the collection of personal information as that term is defined in the *Privacy Act* (R.S., c. P-21), then all Intellectual Property Rights in and title to that personal information shall, immediately upon the collection of it by the Contractor, vest in Canada, and the Contractor shall have no right or interest in it.
5. The Contractor shall execute such conveyances or other documents relating to the Intellectual Property Rights in the Foreground Information as the minister for whose department or agency the Work is being or was carried out may require, and the Contractor shall, at Canada's expense, afford that minister all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions."

K - GENERAL CONDITIONS - MODIFICATIONS

[License to Intellectual Property Rights in Background Information]

6. Without restricting the scope of any license or other right in the Background Information that Canada may otherwise hold, the Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in any Background Information incorporated into the Work or necessary for the performance of the Work as may be required in order for Canada to exercise its Intellectual Property Rights in the Foreground Information. The Contractor agrees, subject to subsection 9, to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.
7. The Contractor acknowledges that Canada may wish to award contracts for a purpose contemplated in subsection 6 and that such contract awards may follow a competitive process. The Contractor agrees that Canada's license in relation to the Intellectual Property Rights in the Background Information includes the right to disclose the Background Information to bidders for such contracts and to sublicense or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require bidders and the contractor not to use or disclose any Background Information except as may be necessary to bid for or to carry out that contract.
8. Where the Intellectual Property Rights in any Background Information are owned by a Subcontractor at any tier, the Contractor shall either obtain a license from that Subcontractor that permits compliance with subsections 6 and 7 or arrange for the Subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed and executed by the Subcontractor, no later than the time of disclosure to Canada of that Background Information.
9. Notwithstanding subsection 6, the license set out therein shall not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract. Furthermore, in the case of commercial off-the-shelf software, the Contractor's obligation to make the source code promptly available to Canada for a purpose set out in subsection 6 shall apply only to source code that is within the control of or can be obtained by the Contractor or any Subcontractor, and in that event the Contractor shall, if requested by Canada, make the source code available to Canada within reasonable delivery times and on reasonable other commercial terms."

[Right to License]

10. The Contractor represents and warrants that the Contractor has, or the Contractor shall obtain, without delay, the right to grant to Canada the license to exercise the Intellectual Property Rights in the Background Information as required by the Contract."

[Access to Information; Exception to Contractor Rights]

11. Subject to the *Access to Information Act*, (R.S., c. A-1) and to any right of Canada under the Contract to release or disclose, Canada shall not release or disclose outside the Government of Canada any Background Information delivered to Canada under the Contract that is confidential information or a trade secret of the Contractor or a Subcontractor.
12. Nothing in these terms and conditions shall be construed as limiting Canada's right to exercise the Intellectual Property Rights in any Background Information, or to disclose any Background Information, to the extent that such information:
 - (a) is or becomes in the public domain, or to the extent that the Contractor does not benefit from or ceases to benefit from any intellectual property rights protection for such information

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under legislation or at law (other than under the terms of the Contract), for any reason including as a result of Canada's use or disclosure of deliverables under the Contract for any purpose whatever that is not expressly excluded under the Contract;

- (b) is or becomes known to Canada from a source other than the Contractor, except from any source that is known to Canada to be under an obligation to the Contractor not to disclose the information;
- (c) is independently developed by or for Canada; or
- (d) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction."

K3410D (25/05/01) Canada to Own Intellectual Property Rights in Foreground Information

Effective 10/12/01, this clause is superseded by K3410D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause where the Contractor is to be required to exploit the Intellectual Property in the Foreground Information in Canada. With some deletions and minor changes, this clause can also be used to require commercial exploitation within a specified time, in Canada or elsewhere. *See Legal Services about the advisability of including this clause.*

IMPORTANT NOTE: The following clause, "Commercialization in Canada", must not be used in a contract for the procurement of goods or services which is subject to the procurement disciplines of either the World Trade Organization - Agreement on Government Procurement (WTO-AGP) or the North American Free Trade Agreement (NAFTA). Any use of this provision which is not prohibited pursuant to the WTO-AGP or the NAFTA should be tailored to the specific circumstances of the situation as the clause may be difficult to enforce or may impose impractical restrictions on the Contractor's commercialization and thus may result in the Contractor failing to commercialize the IP. Furthermore, the use of the clause will require on-going monitoring by the client department.

K3415D (25/05/01) Commercialization in Canada

1. In consideration of the Contractor receiving title to the Intellectual Property Rights in the Foreground Information, the Contractor agrees that manufacture of any product incorporating or derived from the Foreground Information will be done substantially in Canada and that the provision of any service incorporating or derived from the Foreground Information will be substantially from a base in Canada, and that such a product or such a service will be marketed and sold within _____ months after final payment under the Contract is made to the Contractor.
2. The Contractor shall have satisfied the obligation in subsection 1 in relation to any part of the Foreground Information if a product manufactured substantially in Canada or a service provided

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substantially from a base in Canada that incorporates or is derived from that part of the Foreground Information is being offered for general sale by the Contractor or its transferee, assignee or licensee, and at least one arm's-length sale has been made (other than a sale from a transferee, assignee or licensee to the Contractor, or vice-versa). The minister for whose department or agency the Work is being or was carried out may accept other evidence as demonstrating satisfaction of the obligation. When the obligation has been satisfied in relation to any part of the Foreground Information, the obligation shall cease to apply to that part of the Foreground Information.

3. If, ___ months before the end of the period specified in subsection 1, the obligation to market and sell a product or service as set out in that subsection has not yet been satisfied in relation to any part of the Foreground Information, the Contractor shall immediately submit to the minister for whose department or agency the Work is being or was carried out a report setting out:
 - (a) a description of the efforts that have been and will be made by the Contractor or its transferee, assignee or licensee to satisfy the obligation; and
 - (b) the reasons why the obligation has not been satisfied.
4. At the expiration of the period specified in subsection 1, if the minister for whose department or agency the Work is being or was carried out is satisfied that the Foreground Information is capable of commercial exploitation in Canada but that
 - (a) the Contractor (or its transferee, assignee or licensee) is incapable of achieving that; or
 - (b) the Contractor has not made every reasonable effort to fulfil the obligation;

then that minister may invoke either of the remedies set out in subsection 6. If that minister is satisfied that the potential value to Canada of commercial exploitation of the Foreground Information substantially in Canada so justifies, that minister may extend the time for the Contractor to fulfil the obligation by such period as that minister may decide. In any other circumstance, the obligation shall cease to apply to that part of the Foreground Information.

5. The Contractor agrees that any of the following, affecting any part of the Foreground Information, would constitute a breach of the Contractor's obligation entitling the minister to exercise, in relation to that part of the Foreground Information, the option to collect the liquidated damages provided for in the Contract for such a breach (if any), or, without prejudice to any other remedy that may be available at law or under the Contract, to exercise a remedy set out in subsection 6:
 - (a) the Contractor or any affiliate, subcontractor or agent of the Contractor manufactures outside Canada a product incorporating or derived from the Foreground Information without that product also being manufactured substantially in Canada, or provides from a base outside Canada a service incorporating or derived from the Foreground Information without that service also being provided substantially from a base in Canada;
 - (b) through the act or omission, whether direct or indirect, and whether deliberate or negligent, of the Contractor or its employee or subcontractor (including the sale or assignment of the Foreground Information or license or other authorization of the use of the Foreground Information), any person, corporation or other entity is enabled to manufacture outside Canada a product incorporating or derived from the Foreground Information without that product also being manufactured substantially in Canada, or to provide from a base outside Canada a service incorporating or derived from the Foreground Information without that service also being provided substantially from a base in Canada;

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- (c) the Contractor or its transferee or assignee, or a controlling interest in the Contractor or its transferee or assignee, is acquired by a person not resident in Canada or by a corporation or other entity controlled outside of Canada, and that person, corporation or other entity does not enter into an agreement with the minister for whose department or agency the Work is being or was carried out governing the use of the Foreground Information, promptly and before a breach described in paragraph (a) or (b) has occurred; or
 - (d) to the extent permitted by the laws of Canada or a Canadian province, the Contractor or its transferee or assignee becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or the Contractor, its transferee or assignee suffers the appointment against it of a receiver under a debt instrument or by a court, or an order is made or a resolution passed for the winding up of the Contractor, its transferee or assignee.
6. Where this subsection applies by virtue of subsection 4 or 5, the minister for whose department or agency the Work is being or was carried out may, by notice, either
- (a) require the Contractor to assign or transfer to Canada at no cost the Intellectual Property Rights in the Foreground Information, or
 - (b) require the Contractor to provide to one or more persons, corporations or other entities specified by that minister at no cost a non-exclusive, perpetual, unconditional, irrevocable, world-wide, and royalty-free license permitting the commercial exploitation of the Intellectual Property Rights in the Foreground Information, including the right to further develop the Foreground Information and to own the Intellectual Property Rights in any such further development.
- The Contractor agrees that it will promptly execute such conveyances or other documents relating to title or licensing as the said minister may require, and that it will afford that minister or a licensee, as the case may be, at that party's expense all reasonable assistance in the preparation of applications and in the prosecution of any application for registration of any Intellectual Property Rights in any jurisdiction arising out of the Foreground Information, including without limitation the assistance of the inventor in the case of Inventions.
7. In the event that a breach described in paragraph (a), (b) or (c) of subsection 5 occurs, in addition to all other remedies available to Canada at law or under the terms of the Contract, the Contractor shall upon demand account for and pay to Canada any net revenues earned by the Contractor as a result of the breach.

K3415D (04/01/94) Commercialisation in Canada

Effective 25/05/01, this clause is superseded by K3415D.

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Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause if the Contractor is to be liable for liquidated damages in the event that the Foreground Information is exploited outside of Canada. If there will be more than one item of foreground information with separate commercial potential, separate damages should be specified for each. See Lega Services regarding the evaluation of the amount of damages to be inserted.

K3420D (04/01/94) Liquidated Damages

The Contractor agrees that Canada would suffer actual damages as a result of a breach, described in paragraph 5(a), (b) or (c) of clause K3415D, of the obligation set out in subsection 1. of clause K3415D, and that such damages are likely to be extremely difficult to quantify. In the event that such a breach occurs, the Contractor agrees to pay to Canada liquidated damages in the amount of \$_____. Canada and the Contractor agree that the foregoing amount is their best estimate of the amount of damages that Canada would suffer, and that it is not intended to be, nor is it to be construed as, a penalty.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause only in bid solicitations where the bidder must have access to information that is confidential or proprietary to Canada or a third party. In the case of third party information, the contracting officer must ensure that Canada has the contractual right to disclose that information to bidders.

K3500T (10/12/01) Confidential Information for Bidding

In order to prepare a bid in response to this solicitation, the Bidder must have access to information that is confidential or proprietary to Canada or third parties. It is a condition of this solicitation that the Bidder sign a Confidentiality Agreement substantially in the form set out in Appendix _____ attached hereto prior to being given access to such information either at the reading room identified in this solicitation or as part of the solicitation package.

Appendix _____

CONFIDENTIALITY AGREEMENT

TO: HER MAJESTY THE QUEEN IN RIGHT OF CANADA ("CANADA"), AS REPRESENTED BY THE MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES ("MINISTER")

[Name] (the "Bidder") agrees that the documentation available as part of the bid solicitation package or in the reading room (the "Documentation") for review by a bidder in order for a bidder to submit a bid to the Minister in response to Solicitation No. _____ contains information that is confidential or proprietary to Canada or to third parties, and that such information is not to be disclosed or used in any way other than as set out below.

In consideration of the Minister disclosing the Documentation to the Bidder, the Bidder agrees that:

- (a) it shall not, without the prior written permission of the Minister, disclose to anyone, other than an employee or a proposed subcontractor with a need to know, the Documentation or any information contained in the Documentation;

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- (b) it shall not make copies of the Documentation nor make use of the Documentation or any information therein for any purpose other than for the preparation of a bid in response to Solicitation No. _____;
- (c) at the close or earlier termination of the bid period, it will immediately deliver the Documentation to the Minister together with every copy of the Documentation and every draft, working paper and note that contains any information contained in the Documentation.

The Bidder shall require any proposed subcontractor referred to in (a) above to execute a confidentiality agreement on the same terms and conditions as those contained herein.

The Bidder acknowledges and agrees that it shall be liable for any and all claims, loss, damages, costs, or expenses incurred or suffered by Canada or the Minister caused by the failure of the Bidder, or by anyone to whom the Bidder discloses the Documentation or any information therein, to comply with these terms and conditions.

Nothing in this Confidentiality Agreement shall be construed as limiting the Bidder's right to disclose any information to the extent that such information:

- (a) is or becomes in the public domain through no fault of the Bidder or any proposed subcontractor;
- (b) is or becomes known to the Bidder from a source other than Canada, except any source that is known to the Bidder to be under an obligation to Canada not to disclose the information;
- (c) is independently developed by the Bidder; or
- (d) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

[Name of Bidder]

by its authorized representative

Date

K3500T (25/05/01) Confidential Information for Bidding

Effective 10/12/01, this clause is superseded by K3500T.

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Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause whenever a definition of Canadian goods and Canadian services is required. This clause must always be used whenever clauses K4001T, K4002T, K4003T, K4004T, K4005T, K4006T, K4011T, K4013T and K4014T are used.

K4000D (24/05/02) Canadian Content Definition

1. **Canadian good:** A good wholly manufactured or originating in Canada is considered a Canadian good. A product containing imported components may also be considered Canadian for the purpose of this policy when it has undergone sufficient change in Canada, in a manner that satisfies the definition specified under the North American Free Trade Agreement (NAFTA) Rules of Origin (see Supply Manual, Annex 5.5: The Rules of Origin Determination). For the purposes of this determination, the reference in the NAFTA Rules of Origin to "territory", is to be replaced with "Canada". For photocopiers, computers and office equipment within Federal Supply Classification (FSC) groups 36, 70 and 74, only the products of MERIT/CIRCLE firms or companies in Priority Group 1 prior to April 1992 are considered Canadian (see below the paragraph on MERIT Partnership Program and CIRCLE).
2. **Canadian service:** A service provided by an individual based in Canada is considered a Canadian service. Where a requirement consists of only one service, which is being provided by more than one individual, the service will be considered Canadian if a minimum of 80 percent of the total bid price for the service is provided by individuals based in Canada.
3. **Variety of goods:** When requirements consist of more than one good:
 - (a) **aggregate evaluation:** no less than 80 percent of the total bid price must consist of Canadian goods; or,
 - (b) **item by item evaluation:** in some cases, the bid evaluation may be conducted on an item-by-item basis and contracts may be awarded to more than one supplier. In these cases, suppliers will be asked to identify separately each item that meets the definition of Canadian goods.
4. **Variety of services:** For requirements consisting of more than one service, a minimum of 80 percent of the total bid price must be provided by personnel based in Canada.
5. **Mix of goods and services:** Except for science and technology requirements (see paragraph 7(a) below), when requirements consist of a mix of goods and services, no less than 80 percent of the total bid price must consist of Canadian goods and services (as defined above).
6. Annex 7.8, Determination of Canadian Content for a mix of Goods and/or Services, of the Supply Manual shows how Canadian content is determined for a mix of goods, a mix of services or a mix of goods and services.
7. **Other Canadian goods and services:**
 - (a) **Science and Technology Contracting-Out Policy:** Treasury Board's Science and Technology Contracting-Out Policy sets out the basis for competing the science and technology requirements of the federal government. Science and technology requirements may be sourced exclusively from Canadian suppliers. The percentage of the total bid price that must consist of Canadian goods and/or services will be 80 percent, unless otherwise stated in the Notice of Proposed Procurement and solicitation document.

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- (b) **MERIT Partnership Program and CIRCLE:** For photocopiers, computers and office equipment within FSC groups 36, 70 and 74, only the products of the following firms are considered Canadian goods:
- (1) MERIT Partners under the MERIT Partnership Program (sponsored by Industry Canada);
 - (2) Companies which, on March 31, 1992, were allocated to Priority Group 1 under the Priority Groups Policy in effect at that time; or
 - (3) CIRCLE companies as agreed on by Industry Canada and Department of Public Works and Government Services.

Further information regarding the MERIT Partnership Program and CIRCLE may be obtained from Industry Canada, Information and Communications Technologies Branch, Ottawa, Ontario, (613) 998-4439.

- (c) **Motor Vehicles:** Motor vehicles are considered to be Canadian goods for the purpose of the Canadian Content policy if they qualify for purchase under the provisions identifying vehicles normally purchased in Canada as set out in Treasury Board Manual, Information and Administrative Management, Materiel, Risk and Common Services, Part I, Chapter 2.
- (d) **Textiles:** Textiles are considered to be Canadian goods according to a modified rule of origin, copies of which are available from the Clothing and Textiles Division, Industrial and Commercial Products and Standardization Services Sector.
-

K4000D (25/05/01) Canadian Content Definition

Effective 24/05/02, this clause is superseded by K4000D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all competitive bid solicitations in which the Canadian Content policy is applicable (see *Supply Manual*), where competition is being solely limited to bids offering Canadian Goods and/or Services and where it is **mandatory** that bidders submit a certification with their bid. This clause is to be used for single item requirements and multi-item requirements that are being certified on an aggregate basis.

This clause must be used in conjunction with clause K4000D, Canadian Content Definition.

K4001T (24/05/02) Canadian Content Certification - Mandatory With Bid - Solely Limited - Single Item or Aggregate Basis

1. This procurement is limited to Canadian Goods and/or Services as defined in clause K4000D, Canadian Content Definition.

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2. The Bidder represents and warrants that, of the Goods and Services being offered, no less than 80 percent of the bid price consists of Canadian Goods and/or Services as defined in clause K4000D, Canadian Content Definition.
3. The Bidder acknowledges that the Minister relies upon such representation and warranty to evaluate bids and to enter into any contract resulting from this bid. Such representation and warranty of Canadian content may be verified in such manner as the Minister may reasonably require.
4. Should a verification by the Minister disclose a breach of such covenant, the Minister shall have the right to treat any contract resulting from this bid as being in default.
5. Failure to execute this representation and warrantee on the signature block immediately following this paragraph and to include it with the bid will render the bid non-responsive.

Signature

Date

K4001T (10/12/01) Canadian Content Certification

Effective 24/05/02, this clause is superseded by K4001T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all competitive bid solicitations in which the Canadian Content policy is applicable (see *Supply Manual*) and where competition is being conditionally limited to bids offering Canadian Goods and/or Services. This clause is to be used for single item requirements and multi-item requirements that are being certified on an aggregate basis.

This clause must be used in conjunction with clause K4000D, Canadian Content Definition.

K4002T (24/05/02) Canadian Content Certification - Conditionally Limited - Single Item or Aggregate Basis

1. This procurement is subject to a preference for Canadian Goods and/or Services as defined in clause K4000D, Canadian Content Definition.
2. Bids that include this representation and warranty will be given preference over other bids, if there are three or more bids with a valid certification.

K - GENERAL CONDITIONS - MODIFICATIONS

3. By executing this representation and warranty, the Bidder Represents and warrants that, of the goods and/or services being offered, no less than 80 percent of the bid price consists of Canadian Goods and/or Services, as defined in the clause K4000D, Canadian Content Definition.
4. The Bidder acknowledges that the Minister relies upon such representation and warranty to evaluate bids and to enter into any contract resulting from this bid. Such representation and warranty of Canadian content may be verified in such manner as the Minister may reasonably require.
5. Should a verification by the Minister disclose a breach of such covenant, the Minister shall have the right to treat any contract resulting from this bid as being in default.
6. Failure to execute this representation and warranty on the signature block immediately following this paragraph and to include it with the bid will result in the Goods and/or Services offered being treated as non-Canadian.

Signature

Date

K4002T (03/02/97) Canadian Content Certification

Effective 24/05/02, this clause is superseded by K4002T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all competitive bid solicitations in which the Canadian Content policy is applicable (see *Supply Manual*), where competition is being solely limited to bids offering Canadian Goods and/or Services and where it is **mandatory** that bidders submit a certification with their bid. This clause is to be used for multi-item requirements that are being certified on an individual item basis and where the bidder will be required to indicate beside each item, listed in the bid, whether the item is Canadian.

This clause must be used in conjunction with clause K4000D, Canadian Content Definition.

K4003T (24/05/02) Canadian Content Certification - Mandatory With Bid - Solely Limited - Multi-Item Requirements Listed in Bid

1. This procurement is limited to Canadian Goods and/or Services as defined in clause K4000D, Canadian Content Definition.
2. By executing this representation and warranty, the Bidder represents and warrants that, of the goods and/or services being offered, items individually identified as such in the bid are Canadian Goods and/or Services as defined in clause K4000D, Canadian Content Definition, and acknowledges that only those items will receive consideration.

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3. Bids may be accepted in whole or in part.
4. The Bidder acknowledges that the Minister relies upon such representation and warranty to evaluate bids and to enter into any contract resulting from this bid. Such representation and warranty of Canadian content may be verified in such manner as the Minister may reasonably require.
5. Should a verification by the Minister disclose a breach of such covenant, the Minister shall have the right to treat any contract resulting from this bid as being in default.
6. Failure to execute this representation and warrantee on the signature block immediately following this paragraph and to include it with the bid will render the bid non-responsive.

Signature

Date

K4003T (10/12/01) Canadian Content Certification

Effective 24/05/02, this clause is superseded by K4003T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all competitive bid solicitations in which the Canadian Content policy is applicable (see *Supply Manual*), where competition is being solely limited to bids offering Canadian Goods and/or Services and where it is **mandatory** that bidders submit a certification with their bid. This clause is to be used for multi-item requirements that are being certified on an individual item basis and where the bidder is to list in the clause those items in its bid that are to be considered Canadian.

This clause must be used in conjunction with clause K4000D, Canadian Content Definition.

K4004T (24/05/02) Canadian Content Certification - Mandatory With Bid - Solely Limited - Multi-Item Requirements Listed in Clause

1. This procurement is limited to Canadian Goods and/or Services as defined in clause K4000D, Canadian Content Definition.
 2. Bids may be accepted in whole or in part.
 3. The Bidder represents and warrants that, of the Goods/or and Services being offered, the following items are Canadian Goods and/or Services as defined in clause K4000D, Canadian Content Definition, and acknowledges that only those items will receive consideration.
-

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- _____
- _____
4. The Bidder acknowledges that the Minister relies upon such representation and warranty to evaluate bids and to enter into any contract resulting from this bid. Such representation and warranty of Canadian content may be verified in such manner as the Minister may reasonably require.
 5. Should a verification by the Minister disclose a breach of such covenant, the Minister shall have the right to treat any contract resulting from this bid as being in default.
 6. Failure to execute this representation and warrantee on the signature block immediately following this paragraph and to include it with the bid will render the bid non-responsive.

Signature

Date

K4004T (10/12/01) Canadian Content Certification

Effective 24/05/02, this clause is superseded by K4004T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all competitive bid solicitations in which the Canadian Content policy is applicable (see Supply Manual) and where competition is being conditionally limited to bids offering Canadian Goods and/or Services. This clause is to be used for multi-item requirements that are being certified on an individual item basis and where the bidder will be required to indicate beside each item, listed in the bid, whether the item is Canadian.

This clause must be used in conjunction with clause K4000D, Canadian Content Definition.

K4005T (24/05/02) Canadian Content Certification - Conditionally Limited - Multi-Item Requirements Listed in Bid

1. This procurement is subject to a preference for Canadian Goods and/or Services as defined in clause K4000D, Canadian Content Definition.
2. On an item-by-item basis, items that include this representation and warranty will be given preference over other bids, if there are three or more bids with a valid certification. Bids may be accepted in whole or in part.

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3. By executing this representation and warranty, the Bidder represents and warrants that, of the goods and/or services being offered, items individually identified as such in the bid are Canadian Goods and/or Services as defined in clause K4000D, Canadian Content Definition, and acknowledges that only those items will receive consideration.
4. The Bidder acknowledges that the Minister relies upon such representation and warranty to evaluate bids and to enter into any contract resulting from this bid. Such representation and warranty of Canadian content may be verified in such manner as the Minister may reasonably require.
5. Should a verification by the Minister disclose a breach of such covenant, the Minister shall have the right to treat any contract resulting from this bid as being in default.
6. Failure to execute this representation and warranty on the signature block immediately following this paragraph and to include it with the bid will result in all Goods and/or Services offered being treated as non-Canadian.

Signature

Date

K4005T (03/02/97) Canadian Content Certification

Effective 24/05/02, this clause is superseded by K4005T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all competitive bid solicitations in which the Canadian Content policy is applicable (see *Supply Manual*) and where competition is being conditionally limited to bids offering Canadian Goods and/or Services. This clause is to be used for multi-item requirements that are being certified on an individual item basis and where the bidder is to list in the clause those items in its bid that are to be considered Canadian.

This clause must be used in conjunction with clause K4000D, Canadian Content Definition.

K4006T (24/05/02) Canadian Content Certification - Conditionally Limited - Multi-Item Requirements Listed in Clause

1. This procurement is subject to a preference for Canadian Goods and/or Services as defined in clause K4000D, Canadian Content Definition.
2. On an item-by-item basis, items that include this representation and warranty will be given preference over other bids, if there are three or more bids with a valid certification. Bids may be accepted in whole or in part.

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3. The Bidder represents and warrants that, of the Goods and/or Services being offered, the following items are Canadian Goods and/or Services as defined in clause K4000D, Canadian Content Definition, and acknowledges that only those items will receive consideration.
- _____
- _____
- _____
4. The Bidder acknowledges that the Minister relies upon such representation and warranty to evaluate bids and to enter into any contract resulting from this bid. Such representation and warranty of Canadian content may be verified in such manner as the Minister may reasonably require.
5. Should a verification by the Minister disclose a breach of such covenant, the Minister shall have the right to treat any contract resulting from this bid as being in default.
6. Failure to execute this representation and warranty on the signature block immediately following this paragraph and to include it with the bid will result in all Goods and/or Services offered being treated as non-Canadian.

Signature

Date

K4006T (03/02/97) Canadian Content Certification

Effective 24/05/02, this clause is superseded by K4006T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all competitive bid solicitations in which the Canadian Content policy is applicable (see *Supply Manual*), where competition is being solely limited to bids offering Canadian Goods and/or Services and where it is **not mandatory** that bidders submit a certification with their bid. This clause is to be used for single item requirements and multi-item requirements that are being certified on an aggregate basis.

This clause must be used in conjunction with clause K4000D, Canadian Content Definition.

K4011T (24/05/02) Canadian Content Certification - Not Mandatory With Bid - Solely Limited - Single Item or Aggregate Basis

1. This procurement is limited to Canadian Goods and/or Services as defined in clause K4000D, Canadian Content Definition.

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2. The Bidder represents and warrants that, of the Goods and/or Services being offered, no less than 80 percent of the bid price consists of Canadian Goods and/or Services as defined in clause K4000D, Canadian Content Definition.
3. The Bidder acknowledges that the Minister relies upon such representation and warranty to evaluate bids and to enter into any contract resulting from this bid. Such representation and warranty of Canadian content may be verified in such manner as the Minister may reasonably require.
4. Should a verification by the Minister disclose a breach of such covenant, the Minister shall have the right to treat any contract resulting from this bid as being in default.
5. The execution of this representation and warranty on the signature block immediately following this paragraph is a condition to render the bid responsive. Failure to provide the signed certification upon request within _____ calendar days, if it is not submitted with bid, will render the bid non-responsive.

Signature

Date

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all competitive bid solicitations in which the Canadian Content policy is applicable (see *Supply Manual*), where competition is being solely limited to bids offering Canadian Goods and/or Services and where it is **not mandatory** that bidders submit a certification with their bid. This clause is to be used for multi-item requirements that are being certified on an individual item basis and where the bidder will be required to indicate beside each item, listed in the bid, whether the item is Canadian.

This clause must be used in conjunction with clause K4000D, Canadian Content Definition.

K4013T (24/05/02) Canadian Content Certification - Not Mandatory With Bid - Solely Limited - Multi-Item Requirements Listed in Bid

1. This procurement is limited to Canadian Goods and/or Services as defined in clause K4000D, Canadian Content Definition.
2. By executing this representation and warranty, the Bidder represents and warrants that, of the goods and/or services being offered, items individually identified as such in the bid are Canadian Goods and/or Services as defined in clause K4000D, Canadian Content Definition, and acknowledges that only those items will receive consideration.
3. Bids may be accepted in whole or in part.
4. The Bidder acknowledges that the Minister relies upon such representation and warranty to evaluate bids and to enter into any contract resulting from this bid. Such representation and warranty of Canadian content may be verified in such manner as the Minister may reasonably require.
5. Should a verification by the Minister disclose a breach of such covenant, the Minister shall have the right to treat any contract resulting from this bid as being in default.

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6. The execution of this representation and warranty on the signature block immediately following this paragraph is a condition to render the bid responsive. Failure to provide the signed certification upon request within _____ calendar days, if it is not submitted with bid, will render the bid non-responsive.

Signature

Date

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all competitive bid solicitations in which the Canadian Content policy is applicable (see *Supply Manual*), where competition is being solely limited to bids offering Canadian Goods and/or Services and where it is **not mandatory** that bidders submit a certification with their bid. This clause is to be used for multi-item requirements that are being certified on an individual item basis and where the bidder is to list in the clause those items in its bid that are to be considered Canadian.

This clause must be used in conjunction with clause K4000D, Canadian Content Definition.

K4014T (24/05/02) Canadian Content Certification - Not Mandatory With Bid - Solely Limited - Multi-Item Requirements Listed in Clause

1. This procurement is limited to Canadian Goods and/or Services as defined in clause K4000D, Canadian Content Definition.
2. Bids may be accepted in whole or in part.
3. The Bidder represents and warrants that, of the Goods and/or Services being offered, the following items are Canadian Goods and/or Services as defined in clause K4000D, Canadian Content Definition, and acknowledges that only those items will receive consideration.

4. The Bidder acknowledges that the Minister relies upon such representation and warranty to evaluate bids and to enter into any contract resulting from this bid. Such representation and warranty of Canadian content may be verified in such manner as the Minister may reasonably require.
5. Should a verification by the Minister disclose a breach of such covenant, the Minister shall have the right to treat any contract resulting from this bid as being in default.
7. The execution of this representation and warranty on the signature block immediately following this paragraph is a condition to render the bid responsive. Failure to provide the signed certification upon request within _____ calendar days, if it is not submitted with bid, will render the bid non-responsive.

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Signature

Date

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all competitive bid solicitations in respect of which the requisition is subject to the "Science & Technology Contracting-Out Policy" (see *Supply Manual*) and where the procurement officer is setting a minimum percentage, normally 80 percent, for that part of the bid price which must consist of Canadian goods and/or services for the bid to be acceptable. This clause must be used in conjunction with clause K4000D, Canadian Content Definition.

K4015T (10/12/01) Canadian Content Certification - S and T

1. This procurement is limited to Canadian goods and Canadian services as defined in clause K4000D, Canadian Content Definition.
2. The Bidder represents and warrants that, of the goods and services being offered, no less than ____ percent of the bid price consists of Canadian goods and Canadian services as defined in clause K4000D, Canadian Content Definition.
3. The Bidder acknowledges that the Minister relies upon such representation and warranty to evaluate bids and to enter into any contract resulting from this bid. Such representation and warranty may be verified in such manner as the Minister may reasonably require.
4. Should a verification by the Minister disclose a breach of such covenant, the Minister shall have the right to treat any contract resulting from this bid as being in default.
5. The execution of this representation and warranty on the signature block immediately following this paragraph render the bid responsive.

Signature

Date

K4015T (03/02/97) Canadian Content Certification - S and T

Effective 10/12/01, this clause is superseded by K4015T.

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K4016T **(31/03/95)** **Canadian Content - Science & Technology**

This clause is cancelled effective 30/06/95.

K4016T **(01/04/92)** **Canadian Content - Science & Technology**

Effective 31/03/95, this clause is superseded by K4016T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all contracts where the winning bidder's eligibility for consideration required the completion and submission of a signed Canadian Content certification.

K4100C **(03/02/97)** **Canadian Content Certification**

1. The Contractor represents and warrants that the certification of Canadian Content submitted with its bid is accurate and complete, and that the goods and services to be provided to Canada pursuant to this Contract will be in accordance with the said certification. The Contractor acknowledges that the Minister has relied upon such representation and warranty to enter into this Contract. Such representation and warranty may be verified in such manner as the Minister may reasonably require.
 2. The Contractor acknowledges that in the event of a breach of such covenant, the Minister shall have the right to treat the Contract as being in default in accordance with the default provisions of the Contract.
 3. The Contractor shall keep proper records and documentation relating to the origin of the goods and services provided to Canada. The Contractor shall not, without the prior written consent of the Minister, dispose of any such records or documentation until the expiration of six (6) years after final payment under this Contract, or until settlement of all outstanding claims and disputes, whichever is later. All such records and documentation shall at all times during the aforementioned retention period be open to audit, inspection and examination by the authorized representatives of the Minister, who may make copies and take extracts thereof. The Contractor shall provide all facilities for such audits, inspections and examinations, and shall furnish all such information as the representatives of the Minister may from time to time require with respect to such records and documentation.
 4. Nothing in this clause shall be interpreted as limiting the rights and remedies which Canada or the Minister may otherwise have in relation to or pursuant to this Contract.
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K4100C **(30/06/95)** **Canadian Content Certification**

Effective 03/02/97, this clause is superseded by K4100C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause whenever definitions are required for procurement covered by the special procedures under the Canada-Korea Agreement on the Procurement of Telecommunications Equipment (CKTEA).

This clause should not be used when the procurement is also covered by the World Trade Organization - Agreement on Government Procurement (WTO-AGP). The special procedures under the CKTEA should only be used for procurement not covered by the WTO-AGP. For procurement covered by both the CKTEA and the WTO-AGP, procedures for the WTO-AGP are followed.

This clause must always be used whenever clauses K5001T, K5002T, K5003T, K5004T, K5005T, K5006T, K5011T, K5013T and K5014T are used.

K5000D **(24/05/02)** **CKTEA Definitions**

For the purpose of the Canada-Korea Agreement on the Procurement of Telecommunications Equipment (CKTEA):

1. (a) A Good is considered a Canadian or Korean good if it is considered so under Canada's "Determination of Country of Origin for the Purposes of Marking Goods (NAFTA Countries) Regulations". Article 8 of these Regulations, which provides for a North American Free Trade Agreement (NAFTA) tariff preference override, cannot be used for determining whether a good is Canadian.
- (b) An Incidental Service means any service that is included in a tender for the procurement of a Covered Good under this Agreement.

 A Service provided by an individual based in Canada or Korea is considered a Canadian or Korean service, respectively. Where a requirement consists of only one service, which is being provided by more than one individual, the service will be considered Canadian or Korean if a minimum of 60 percent of the total bid price for the service is provided by individuals based in Canada or Korea.
- (c) "Territory" means:
 - (i) with respect to Korea, the territory of Korea as well as those maritime areas, including the seabed and subsoil adjacent to the outer limit of the territorial areas over which Korea exercises, in accordance with international law, sovereign rights or jurisdiction for the purpose of exploration and exploitation of natural resources of such areas.
 - (ii) with respect to Canada, the territory to which its customs laws apply, including any areas beyond the territorial seas of Canada within which, in accordance with

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international law and its domestic laws, Canada may exercise rights with respect to the seabed and subsoil and their natural resources.

2. Variety of goods: When requirements consist of more than one good, the evaluation can be done in two ways:
 - (a) aggregate evaluation: no less than 60 percent of the total bid price must consist of Canadian and/or Korean goods; or,
 - (b) item by item evaluation: in some cases, the bid evaluation may be conducted on an item-by-item basis and contracts may be awarded to more than one supplier. In these cases, suppliers will be asked to identify separately each item that meets the definition of Canadian or Korean goods.
3. Mix of goods and services: when requirements consist of a mix of goods and services, no less than 60 percent of the total bid price must consist of Canadian and/or Korean goods and services (as defined above).

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause whenever definitions are required for procurement covered by the special procedures under the Canada-Korea Agreement on the Procurement of Telecommunications Equipment (CKTEA).

This clause should not be used when the procurement is also covered by the World Trade Organization - Agreement on Government Procurement (WTO-AGP). The special procedures under the CKTEA should only be used for procurement not covered by the WTO-AGP. For procurement covered by both the CKTEA and the WTO-AGP, procedures for the WTO-AGP are followed.

This clause must always be used whenever clauses K5001T, K5002T, K5003T, K5004T, K5005T and K5006T are used.

K5000D (10/12/01) CKTEA Definitions

For the purpose of the Canada-Korea Agreement on the Procurement of Telecommunications Equipment (CKTEA):

1. (a) A Good is considered a Canadian or Korean good if it is considered so under Canada's "Determination of Country of Origin for the Purposes of Marking Goods (NAFTA Countries) Regulations". Article 8 of these Regulations, which provides for a North American Free Trade Agreement (NAFTA) tariff preference override, cannot be used for determining whether a good is Canadian.
- (b) An Incidental Service means any service that is included in a tender for the procurement of a Covered Good under this Agreement.

A Service provided by an individual based in Canada or Korea is considered a Canadian or Korean service, respectively. Where a requirement consists of only one service, which is being provided by more than one individual, the service will be considered Canadian or Korean if a minimum of 60 percent of the total bid price for the service is provided by individuals based in Canada or Korea.

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(c) "Territory" means:

- (i) with respect to Korea, the territory of Korea as well as those maritime areas, including the seabed and subsoil adjacent to the outer limit of the territorial areas over which Korea exercises, in accordance with international law, sovereign rights or jurisdiction for the purpose of exploration and exploitation of natural resources of such areas.
- (ii) with respect to Canada, the territory to which its customs laws apply, including any areas beyond the territorial seas of Canada within which, in accordance with international law and its domestic laws, Canada may exercise rights with respect to the seabed and subsoil and their natural resources.

2. Variety of goods: When requirements consist of more than one good, the evaluation can be done in two ways:

- (a) aggregate evaluation: no less than 60 percent of the total bid price must consist of Canadian and/or Korean goods; or,
- (b) item by item evaluation: in some cases, the bid evaluation may be conducted on an item-by-item basis and contracts may be awarded to more than one supplier. In these cases, suppliers will be asked to identify separately each item that meets the definition of Canadian or Korean goods.

3. Mix of goods and services: when requirements consist of a mix of goods and services, no less than 60 percent of the total bid price must consist of Canadian and/or Korean goods and services (as defined above).

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all competitive bid solicitations in which the special procedures under the CKTEA are applicable (see *Supply Manual*), where competition is being solely limited to bids offering Canadian and/or Korean Goods and Services and where it is **mandatory** that bidders submit a certification with their bid. This clause is to be used for single item requirements and multi-item requirements that are being certified on an aggregate basis.

This clause must be used in conjunction with clause K5000D, CKTEA Definitions.

K5001T (24/05/02) CKTEA Certification - Mandatory With Bid - Solely Limited - Single Item or Aggregate Basis

- 1. This procurement is limited to Canadian and/or Korean Goods and Services as defined in clause K5000D, CKTEA Definitions.
- 2. The Bidder represents and warrants that, of the Goods and Services being offered, no less than 60 percent of the bid price consists of Canadian and/or Korean Goods and Services as defined in clause K5000D, CKTEA Definitions.
- 3. The Bidder acknowledges that the Minister relies upon such representation and warranty to evaluate bids and to enter into any contract resulting from this bid. Such representation and warranty of

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Canadian and/or Korean content may be verified in such manner as the Minister may reasonably require.

4. Should a verification by the Minister disclose a breach of such covenant, the Minister shall have the right to treat any contract resulting from this bid as being in default.
5. If a Bidder is unable to verify the origin of Goods or Services offered in the bid, then the bid will be considered non-responsive.
6. Failure to execute this representation and warrantee on the signature block immediately following this paragraph and to include it with the bid will render the bid non-responsive.

Signature

Date

K5001T (10/12/01) CKTEA Certification

Effective 24/05/02, this clause is superseded by K5001T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all competitive bid solicitations in which the special procedures under the CKTEA are applicable (see *Supply Manual*) and where competition is being conditionally limited to bids offering Canadian and/or Korean Goods and Services. This clause is to be used for single item requirements and multi-item requirements that are being certified on an aggregate basis.

This clause must be used in conjunction with clause K5000D, CKTEA Definitions.

K5002T (24/05/02) CKTEA Certification - Conditionally Limited - Single Item or Aggregate Basis

1. This procurement is subject to a preference for Canadian and/or Korean Goods and Services as defined in clause K5000D, CKTEA Definitions.
2. Bids that include this representation and warranty will be given preference over other bids, if there are two or more bids with a valid certification.
3. By executing this representation and warranty, the Bidder Represents and warrants that, of the goods and services being offered, no less than 60 percent of the bid price consists of Canadian and/or Korean Goods and Services, as defined in the clause K5000D, CKTEA Definitions.

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4. The Bidder acknowledges that the Minister relies upon such representation and warranty to evaluate bids and to enter into any contract resulting from this bid. Such representation and warranty of Canadian and/or Korean content may be verified in such manner as the Minister may reasonably require.
5. Should a verification by the Minister disclose a breach of such covenant, the Minister shall have the right to treat any contract resulting from this bid as being in default.
6. If a Bidder is unable to verify the origin of Goods or Services offered in the bid, then the bid will be considered non-responsive.
7. Failure to execute this representation and warranty on the signature block immediately following this paragraph and to include it with the bid will result in the Goods and Services offered being treated as non-Canadian and/or non-Korean.

Signature

Date

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K5002T (10/12/01) CKTEA Certification

Effective 24/05/02, this clause is superseded by K5002T.

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Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all competitive bid solicitations in which the special procedures under the CKTEA are applicable (see *Supply Manual*), where competition is being solely limited to bids offering Canadian and/or Korean Goods and Services and where it is **mandatory** that bidders submit a certification with their bid. This clause is to be used for multi-item requirements that are being certified on an individual item basis and where the bidder will be required to indicate beside each item, listed in the bid, whether the item is Canadian or Korean.

This clause must be used in conjunction with clause K5000D, CKTEA Definitions.

K5003T (24/05/02) CKTEA Certification - Mandatory With Bid - Solely Limited - Multi-Item Requirements Listed in Bid

1. This procurement is limited to Canadian and/or Korean Goods and Services as defined in clause K5000D, CKTEA Definitions.
2. By executing this representation and warranty, the Bidder represents and warrants that, of the goods and services being offered, items individually identified as such in the bid are Canadian or Korean

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Goods and Services as defined in clause K5000D, CKTEA Definitions, and acknowledges that only those items will receive consideration.

3. Bids may be accepted in whole or in part.
4. The Bidder acknowledges that the Minister relies upon such representation and warranty to evaluate bids and to enter into any contract resulting from this bid. Such representation and warranty of Canadian and/or Korean content may be verified in such manner as the Minister may reasonably require.
5. Should a verification by the Minister disclose a breach of such covenant, the Minister shall have the right to treat any contract resulting from this bid as being in default.
6. If a Bidder is unable to verify the origin of Goods or Services offered in the bid, then the bid will be considered non-responsive.
7. Failure to execute this representation and warrantee on the signature block immediately following this paragraph and to include it with the bid will render the bid non-responsive.

Signature

Date

K5003T (10/12/01) CKTEA Certification

Effective 24/05/02, this clause is superseded by K5003T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all competitive bid solicitations in which the special procedures under the CKTEA are applicable (see *Supply Manual*), where competition is being solely limited to bids offering Canadian and/or Korean Goods and Services and where it is **mandatory** that bidders submit a certification with their bid. This clause is to be used for multi-item requirements that are being certified on an individual item basis and where the bidder is to list in the clause those items in its bid that are to be considered Canadian or Korean Goods and Services.

This clause must be used in conjunction with clause K5000D, CKTEA Definitions.

K5004T (24/05/02) CKTEA Certification - Mandatory With Bid - Solely Limited - Multi-Item Requirements Listed in Clause

1. This procurement is limited to Canadian and/or Korean Goods and Services as defined in clause K5000D, CKTEA Definitions.

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2. Bids may be accepted in whole or in part.
3. The Bidder represents and warrants that, of the Goods and Services being offered, the following items are Canadian or Korean Goods and Services as defined in clause K5000D, CKTEA Definitions, and acknowledges that only those items will receive consideration.

4. The Bidder acknowledges that the Minister relies upon such representation and warranty to evaluate bids and to enter into any contract resulting from this bid. Such representation and warranty of Canadian and/or Korean content may be verified in such manner as the Minister may reasonably require.
5. Should a verification by the Minister disclose a breach of such covenant, the Minister shall have the right to treat any contract resulting from this bid as being in default.
6. If a Bidder is unable to verify the origin of Goods or Services offered in the bid, then the bid will be considered non-responsive.
7. Failure to execute this representation and warranty on the signature block immediately following this paragraph and to include it with the bid will render the bid non-responsive.

Signature

Date

K5004T (10/12/01) CKTEA Certification

Effective 24/05/02, this clause is superseded by K5004T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all competitive bid solicitations in which the special procedures under the CKTEA are applicable (see Supply Manual) and where competition is being conditionally limited to bids offering Canadian and/or Korean Goods and Services. This clause is to be used for multi-item requirements that are being certified on an individual item basis and where the bidder will be required to indicate beside each item, listed in the bid, whether the item is Canadian or Korean.

This clause must be used in conjunction with clause K5000D, CKTEA Definitions.

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K5005T **(24/05/02)** **CKTEA Certification - Conditionally Limited - Multi-Item Requirements Listed in Bid**

1. This procurement is subject to a preference for Canadian and/or Korean Goods and Services as defined in clause K5000D, CKTEA Definitions.
2. On an item-by-item basis, items that include this representation and warranty will be given preference over other bids, if there are two or more bids with a valid certification. Bids may be accepted in whole or in part.
3. By executing this representation and warranty, the Bidder represents and warrants that, of the goods and services being offered, items individually identified as such in the bid are Canadian or Korean Goods and Services as defined in clause K5000D, CKTEA Definitions, and acknowledges that only those items will receive consideration.
4. The Bidder acknowledges that the Minister relies upon such representation and warranty to evaluate bids and to enter into any contract resulting from this bid. Such representation and warranty of Canadian and/or Korean content may be verified in such manner as the Minister may reasonably require.
5. Should a verification by the Minister disclose a breach of such covenant, the Minister shall have the right to treat any contract resulting from this bid as being in default.
6. If a Bidder is unable to verify the origin of Goods or Services offered in the bid, then the bid will be considered non-responsive.
7. Failure to execute this representation and warranty on the signature block immediately following this paragraph and to include it with the bid will result in all Goods and Services offered being treated as non-Canadian and non-Korean.

Signature

Date

K5005T **(10/12/01)** **CKTEA Certification**

Effective 24/05/02, this clause is superseded by K5005T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all competitive bid solicitations in which the special procedures under the CKTEA are applicable (see *Supply Manual*) and where competition is being conditionally limited to bids offering Canadian and/or Korean Goods and Services. This clause is to be used for multi-item requirements that are being

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certified on an individual item basis and where the bidder is to list in the clause those items in its bid that are to be considered Canadian or Korean Goods and Services.

This clause must be used in conjunction with clause K5000D, CKTEA Definitions.

**K5006T (24/05/02) CKTEA Certification - Conditionally Limited - Multi-Item Requirements
Listed in Clause**

1. This procurement is subject to a preference for Canadian and/or Korean Goods and Services as defined in clause K5000D, CKTEA Definitions.
2. On an item-by-item basis, items that include this representation and warranty will be given preference over other bids, if there are two or more bids with a valid certification. Bids may be accepted in whole or in part.
3. The Bidder represents and warrants that, of the Goods and Services being offered, the following items are Canadian or Korean Goods and Services as defined in clause K5000D, CKTEA Definitions, and acknowledges that only those items will receive consideration.

4. The Bidder acknowledges that the Minister relies upon such representation and warranty to evaluate bids and to enter into any contract resulting from this bid. Such representation and warranty of Canadian and/or Korean content may be verified in such manner as the Minister may reasonably require.
5. Should a verification by the Minister disclose a breach of such covenant, the Minister shall have the right to treat any contract resulting from this bid as being in default.
6. If a Bidder is unable to verify the origin of Goods or Services offered in the bid, then the bid will be considered non-responsive.
7. Failure to execute this representation and warranty on the signature block immediately following this paragraph and to include it with the bid will result in all Goods and Services offered being treated as non-Canadian and non-Korean.

Signature

Date

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K5006T **(10/12/01)** **CKTEA Certification**

Effective 24/05/02, this clause is superseded by K5006T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all competitive bid solicitations in which the special procedures under the CKTEA are applicable (see *Supply Manual*), where competition is being solely limited to bids offering Canadian and/or Korean Goods and Services and where it is **not mandatory** that bidders submit a certification with their bid. This clause is to be used for single item requirements and multi-item requirements that are being certified on an aggregate basis.

This clause must be used in conjunction with clause K5000D, CKTEA Definitions.

K5011T **(24/05/02)** **CKTEA Certification - Not Mandatory With Bid - Solely Limited - Single Item or Aggregate Basis**

1. This procurement is limited to Canadian and/or Korean Goods and Services as defined in clause K5000D, CKTEA Definitions.
2. The Bidder represents and warrants that, of the Goods and Services being offered, no less than 60 percent of the bid price consists of Canadian and/or Korean Goods and Services as defined in clause K5000D, CKTEA Definitions.
3. The Bidder acknowledges that the Minister relies upon such representation and warranty to evaluate bids and to enter into any contract resulting from this bid. Such representation and warranty of Canadian and/or Korean content may be verified in such manner as the Minister may reasonably require.
4. Should a verification by the Minister disclose a breach of such covenant, the Minister shall have the right to treat any contract resulting from this bid as being in default.
5. If a Bidder is unable to verify the origin of Goods or Services offered in the bid, then the bid will be considered non-responsive.
6. The execution of this representation and warranty on the signature block immediately following this paragraph is a condition to render the bid responsive. Failure to provide the signed certification upon request within _____ calendar days, if it is not submitted with bid, will render the bid non-responsive.

Signature

Date

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Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all competitive bid solicitations in which the special procedures under the CKTEA are applicable (see *Supply Manual*), where competition is being solely limited to bids offering Canadian and/or Korean Goods and Services and where it is **not mandatory** that bidders submit a certification with their bid. This clause is to be used for multi-item requirements that are being certified on an individual item basis and where the bidder will be required to indicate beside each item, listed in the bid, whether the item is Canadian or Korean.

This clause must be used in conjunction with clause K5000D, CKTEA Definitions.

K5013T (24/05/02) CKTEA Certification - Not Mandatory With Bid - Solely Limited - Multi-Item Requirements Listed in Bid

1. This procurement is limited to Canadian and/or Korean Goods and Services as defined in clause K5000D, CKTEA Definitions.
2. By executing this representation and warranty, the Bidder represents and warrants that, of the goods and services being offered, items individually identified as such in the bid are Canadian or Korean Goods and Services as defined in clause K5000D, CKTEA Definitions, and acknowledges that only those items will receive consideration.
3. Bids may be accepted in whole or in part.
4. The Bidder acknowledges that the Minister relies upon such representation and warranty to evaluate bids and to enter into any contract resulting from this bid. Such representation and warranty of Canadian and/or Korean content may be verified in such manner as the Minister may reasonably require.
5. Should a verification by the Minister disclose a breach of such covenant, the Minister shall have the right to treat any contract resulting from this bid as being in default.
6. If a Bidder is unable to verify the origin of Goods or Services offered in the bid, then the bid will be considered non-responsive.
7. The execution of this representation and warranty on the signature block immediately following this paragraph is a condition to render the bid responsive. Failure to provide the signed certification upon request within _____ calendar days, if it is not submitted with bid, will render the bid non-responsive.

Signature

Date

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all competitive bid solicitations in which the special procedures under the CKTEA are applicable (see *Supply Manual*), where competition is being solely limited to bids offering Canadian and/or Korean Goods and Services and where it is **not mandatory** that bidders submit a certification with their bid. This clause is to be used for multi-item requirements that are being certified on an individual item basis and

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where the bidder is to list in the clause those items in its bid that are to be considered Canadian or Korean Goods and Services.

This clause must be used in conjunction with clause K5000D, CKTEA Definitions.

**K5014T (24/05/02) CKTEA Certification - Not Mandatory With Bid - Solely Limited -
Multi-Item Requirements Listed in Clause**

1. This procurement is limited to Canadian and/or Korean Goods and Services as defined in clause K5000D, CKTEA Definitions.
2. Bids may be accepted in whole or in part.
3. The Bidder represents and warrants that, of the Goods and Services being offered, the following items are Canadian or Korean Goods and Services as defined in clause K5000D, CKTEA Definitions, and acknowledges that only those items will receive consideration.

4. The Bidder acknowledges that the Minister relies upon such representation and warranty to evaluate bids and to enter into any contract resulting from this bid. Such representation and warranty of Canadian and/or Korean content may be verified in such manner as the Minister may reasonably require.
5. Should a verification by the Minister disclose a breach of such covenant, the Minister shall have the right to treat any contract resulting from this bid as being in default.
6. If a Bidder is unable to verify the origin of Goods or Services offered in the bid, then the bid will be considered non-responsive.
7. The execution of this representation and warranty on the signature block immediately following this paragraph is a condition to render the bid responsive. Failure to provide the signed certification upon request within _____ calendar days, if it is not submitted with bid, will render the bid non-responsive.

Signature

Date

K - GENERAL CONDITIONS - MODIFICATIONS

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all contracts where the winning bidder's eligibility for consideration required the completion and submission of a signed CKTEA certification.

K5100C (10/12/01) CKTEA Certification

1. The Contractor represents and warrants that the certification of Canadian and/or Korean content submitted with its bid is accurate and complete, and that the goods and services to be provided to Canada pursuant to this Contract will be in accordance with the said certification. The Contractor acknowledges that the Minister has relied upon such representation and warranty to enter into this Contract. Such representation and warranty may be verified in such manner as the Minister may reasonably require.
2. The Contractor acknowledges that in the event of a breach of such covenant, the Minister shall have the right to treat the Contract as being in default in accordance with the default provisions of the Contract.
3. The Contractor shall keep proper records and documentation relating to the origin of the goods and services provided to Canada. The Contractor shall not, without the prior written consent of the Minister, dispose of any such records or documentation until the expiration of six (6) years after final payment under this Contract, or until settlement of all outstanding claims and disputes, whichever is later. All such records and documentation shall at all times during the aforementioned retention period be open to audit, inspection and examination by the authorized representatives of the Minister, who may make copies and take extracts thereof. The Contractor shall provide all facilities for such audits, inspections and examinations, and shall furnish all such information as the representatives of the Minister may from time to time require with respect to such records and documentation.
4. Nothing in this clause shall be interpreted as limiting the rights and remedies which Canada or the Minister may otherwise have in relation to or pursuant to this Contract.

Remarks: Use this clause in contracts where, during the price negotiation process, the contractor has represented that it is not under common ownership control of another division, parent company or affiliate supplying materials and/or services in connection with the work under the contract. See *Supply Manual*.

K9000C (15/06/98) Common Ownership Control

The Contractor warrants that it is not under common ownership control of another division, parent company or affiliate supplying materials and/or services in connection with the performance of the Work under the Contract. For the purposes of this warranty, the phrase "ownership control" means that at least 50 percent of the voting rights are held by the related entity. The Contractor acknowledges that the Minister has relied on the warranty in establishing the price payable under the Contract and that, in the event of breach of such warranty, the Minister shall have the right to treat this Contract as being in default or, alternatively, the right to readjust the price to reflect the level of profit payable under departmental policy when common ownership control exists, as set out in the Department of Public Works and Government Services (DPWGS) Transfer Pricing Policy, copy of which the Contractor acknowledges to have received and which has been published in Chapter 10 of the DPWGS *Supply Manual*.

K - GENERAL CONDITIONS - MODIFICATIONS

K9000C (31/03/95) Common Ownership Control

Effective 15/06/98, this clause is superseded by K9000C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in bid solicitations relating to acquisition for which joint venture proposals have been anticipated as eligible. (Refer to the *Supply Manual*, procedure 7A.133.)

K9001T (01/12/00) Joint Venture

1. The Bidder represents that the bidding entity is/is not **(delete as applicable)** a joint venture in accordance with the definition in paragraph 3.

2. A Bidder that is a joint venture represents the following additional information:

(a) Type of joint venture (mark applicable choice):

- ☐ incorporated joint venture
- ☐ limited partnership joint venture
- ☐ partnership joint venture
- ☐ contractual joint venture
- ☐ other

(b) Composition: (names and addresses of all members of the joint venture.)

3. Definition of joint venture

A joint venture is an association of two or more parties who combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise. Joint ventures may be carried on in a variety of legal forms divided into three categories:

- (a) the incorporated joint venture;
- (b) the partnership venture;
- (c) the contractual joint venture where the parties combine their resources in the furtherance of a single business enterprise without actual partnership or corporate designation.

4. The joint venture team arrangement is to be distinguished from other types of contractor arrangements, such as:

- (a) prime contractor, in which, for example, the purchasing agency contracts directly with a contractor (prime) who acts as the system assembler and integrator, with major components, assemblies and subsystems normally subcontracted;

K - GENERAL CONDITIONS - MODIFICATIONS

- (b) associated contractor, in which for example, the purchasing agency contracts directly with each of the major component suppliers and performs the integration tasks or awards a separate contract for this purpose.
-

K9001T **(01/06/91)** **Joint Venture**

Effective 01/12/00, this clause is superseded by K9001T.

Remarks: Use the following clause in all bid solicitations/contractual documents involving Canadian Arsenal Limited. (Refer to the *Supply Manual*, procedures 7A.055 and 7A.056)

K9002D **(01/12/00)** **Canadian Arsenal Limited, Certification**

1. The Corporation acknowledges that it has received, read and understood the Canadian ownership requirements contained in the *Canadian Arsenal Limited Divestiture Authorization Act*.
 2. The Corporation certifies that it is in full compliance with the requirements of the Act and the terms of the Purchase and Sale Agreement between the Minister of Public Works and Government Services and S.N.C. Defence Products Incorporated.
 3. In the event that it is determined that this certification made by the Corporation is untrue, whether made knowingly or unknowingly, the Contract may be determined to be in default and the Minister shall be entitled, pursuant to the provisions of the Contract, to terminate for default.
 4. The Minister shall have access, at all reasonable times, to the Corporation's records, or to those of its transfer agent, relating to the issue, transfer and ownership of its securities to which are attached votes that may ordinarily be cast to elect directors of the Corporation or amalgamated corporation. For this purpose, the term "amalgamated corporation" means a corporation that is formed by the amalgamation of the Corporation with another corporation, including a body corporate, association, partnership or other organization.
-

K9002D **(15/09/97)** **Canadian Arsenal Limited, Certification**

Effective 01/12/00, this clause is superseded by K9002D.

K - GENERAL CONDITIONS - MODIFICATIONS

Remarks: Use the following clause in all Science contracts when General Conditions DSS-MAS 1053, Universities and Other Institutions, are incorporated into the contract.

K9003C (01/06/91) Timeliness

1. Time is of the essence of the Contract.
 2. Any delay by the Contractor in performing its obligations under the Contract which is caused by an event beyond the control of the Contractor, and which could not have been circumvented by the Contractor without incurring unreasonable cost, through the use of alternative sources, work-around plans, or other means, constitutes an excusable delay. Events may include but are not restricted to acts of God, acts of Canada, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.
 3. The time for completing the Work which has been or is likely to be delayed by reason of an excusable delay shall be extended by a period equal to the length of the excusable delay, provided that the Contractor shall give notice, in writing, of any excusable delay to the Minister within two (2) weeks of the start of the excusable delay. The notice shall contain a description of the delay and of the portion of the Work affected by the delay.
 4. Within two (2) weeks from the date of the giving of notice of excusable delay, the Contractor shall deliver a description, in writing, of its work-around plans including alternative sources and any other means that it will utilize to overcome the delay and endeavour to prevent any further delay. The description shall be in form, substance and detail satisfactory to the Minister.
 5. If the Contractor should not give the notice of excusable delay or should not deliver its work-around plans in accordance with the times stipulated, any delay shall not constitute an excusable delay.
 6. The Contractor shall implement such work-around plans only where the plans will not cause any additional cost to Canada. In the event the implementation of such work-around plans will cause additional cost to Canada, it shall be authorized by an amendment to the Contract.
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K9004C (01/06/91) Human Ethics Review Committee

This clause is cancelled effective 15/09/97.

K9005D (31/01/92) Master and Servant Relationship

This clause is cancelled effective 01/06/94.

K - GENERAL CONDITIONS - MODIFICATIONS

K9005D (01/06/91) **Master and Servant Relationship**

Effective 31/01/92, this clause is superseded by K9005D.

Remarks: Use this clause when title to the vessel, including any government issue, obtained or constructed with money provided by Canada, shall remain vested in Canada.

K9006C (15/09/97) **Title to Property - Vessel**

This Contract is a "defence contract" within the meaning of the *Defence Production Act*, R.S.C. 1985 c.D-1. In accordance with the provisions of section 20 of that Act, title to any government issue (as defined in that Act) furnished or made available to the Contractor or obtained or constructed by it with money provided by Canada remains vested or vests in Canada free and clear of all claims, liens, charges and encumbrances. Notwithstanding any law in force in any province or any territory of Canada but subject to the provisions of this Contract, Canada is entitled, at any time, to remove, sell or dispose of the Government Issue. Without restricting the generality of the foregoing, in the event of default by the Contractor, Canada, or its agents, shall have the immediate right to enter the shipyard, without first obtaining a court order, and to take possession of the "Vessel" and all other property of Canada, including, but not limited to, work-in-process located on the premises, and to perform any further work required to enable the "Vessel", and other such property, to be removed from the shipyard.

K9006C (01/06/91) **Title to Property**

Effective 15/09/97, this clause is superseded by K9006C.

K9007D (01/06/91) **Personal Injuries**

It is understood and agreed that Her Majesty will not be liable for claims in respect of death, disease, illness, injury or disability which may arise in carrying out the services as defined herein. The Contractor agrees not to make any claims against Her Majesty in respect of any of the foregoing contingencies.

K - GENERAL CONDITIONS - MODIFICATIONS

K9009D (01/12/00) Air Charter Conditions

1. **Interpretation**

- 1.1 "day" means any period 24 consecutive hours;
- 1.2 "month" means any period of 30 consecutive days; and
- 1.3 "flight" means the movement of an aircraft from the point of take-off to the first point of landing.

2. **Operation, Interruption or Cancellation of Charter Flights**

- 2.1 The Carrier shall have exclusive operational control over chartered aircraft and the contents and crew thereof.
- 2.2 Every person who is provided with transportation on a chartered aircraft shall comply with all the terms and conditions of the contract, and all persons and property aboard a chartered aircraft shall be subject to the authority of the pilot-in-charge.
- 2.3 The Carrier may:
 - (a) cancel or terminate a charter or any flight of a charter at any time,
 - (b) return to base or to the last point of landing, or
 - (c) divert or land at an intermediate point,

when such action is deemed by the Carrier to be necessary owing to the unserviceability of the aircraft, weather conditions or other conditions beyond the control of the Carrier.

3. **Dangerous Goods**

The Charterer and the Carrier shall comply with the applicable governmental regulations governing the carriage of dangerous goods.

4. **Space for the Carrier's Use**

Any capacity in the chartered aircraft not being utilized by the Charterer may, unless the Charterer objects, be used by the Carrier for the carriage of its own personnel, baggage or goods.

5. **Cancellations, Non-Completions or Deviations**

- 5.1 When a charter is cancelled by the Carrier after commencement, charges shall be charged for the completed portion only.
- 5.2 No charges shall be charged to the Charterer:
 - (a) where flights are not completed due to mechanical failure or crew casualties and the Carrier fails to arrange satisfactory alternative transportation; or
 - (b) in respect of any flying in an unsuccessful attempt to complete a flight required under the charter, unless the Charterer, his servant or agent agreed to such flying being done.

6. **Substitution of Aircraft**

K - GENERAL CONDITIONS - MODIFICATIONS

- 6.1 When, owing to causes beyond the control of the Carrier, the chartered aircraft is unavailable at the time the charter commences or becomes unavailable while carrying out the charter, the Carrier may furnish another aircraft of the same type or, with the consent of the Charterer, substitute any other type of aircraft at the rates and charges applicable to the aircraft originally chartered except as provided in subsections 6.2 and 6.3.
- 6.2 When a substituted aircraft is capable of a larger payload than the aircraft originally chartered, the payload carried in the substituted aircraft shall not be greater than the payload that would have been available in the aircraft originally chartered, unless the Charterer agrees to pay the rates and charges applicable to the substituted aircraft.
- 6.3 When the maximum payload of a substituted aircraft is smaller than the maximum payload of the aircraft originally chartered, charges shall be based on the rates and charges applicable to the type of substituted aircraft, except that where such rates and charges are higher than those for the aircraft originally chartered, the rates and charges for the original aircraft chartered shall apply.

7. Determination of Firm Rate Per Hour

- 7.1 Except as provided in subsection 7.2, the hours and minutes for which a charge is made shall be computed from the time the aircraft leaves the surface of the earth and terminating when the aircraft touches the surface of the earth at the next point of landing. The term "*Firm Rate Per Hour*" is an hourly charge or portion thereof of "*Air Time*" as defined in the Canadian Aviation Regulations, Part VIII, Air Navigation Services, and will be the basis of calculating charges for air services.
- 7.2 When operations involve a continuous succession of flights, each of less than ten (10) minutes duration, and the engine is not shut down between such flights, air time shall be computed from the time the aircraft leaves the surface of the earth for the first flight and ceases when the aircraft touches the surface of the earth at the final point of landing.
- 7.3 In determining the duration of a flight:
 - (a) each fraction of an hour shall be stated as a decimal, established on the basis of a six minute period,
 - (b) each period of less than three minutes shall be rounded to zero, and
 - (c) each period of between three and six minutes shall be rounded to six minutes,except that no flight shall be considered to have a duration of less than 0.1 hour.

8. Application of Rates and Charges Fixed Wing Only

- 8.1 On charters rates per mile shall apply for all point-to-point flights where flight distances are measurable.
- 8.2 Rates per hour shall apply when the Carrier is providing air service for a Charterer engaged in operations involving flights or parts thereof where flight distances are not measurable, or when requested by Charterer and such request is noted by the Carrier on the invoice.

9. Methods of Measuring Distance Fixed Wing Only

- 9.1 When a flight is required to be flown over airways routes or routes prescribed by the Department of Transport, the distances shall be measured in straight lines along such routes.

K - GENERAL CONDITIONS - MODIFICATIONS

- 9.2 The distances of flights, other than a flight referred to in subsection 9.1, shall be measured in a straight line between the places of commencement and termination of the work provided for in the charter, using standard 8 miles to 1 inch aeronautical charts of the National Topographic Series, as issued by the Department of Natural Resources, Ottawa.
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K9009D (01/08/92) Air Charter Conditions

Effective 01/12/00, this clause is superseded by K9009D.

Remarks: Use this clause in contracts with suppliers located in California when title is not to be taken by Canada until delivery and when progress or advance payments will be made. This clause is to be used in conjunction with clauses C2002C and D4003C.

K9010C (29/10/93) Passage of Title

Notwithstanding anything contained in this Contract, payments under clauses relating to progress or advance payments shall not constitute or result in a transfer of title in the raw materials, work-in-process, finished goods or other articles giving rise to or represented by such payment.

Remarks: Use this clause in contract documents where information is to be provided by the contractor in accordance with Ontario Labour Legislation requirements for janitorial, food catering and security service contracts.

K9015C (13/12/02) Ontario Labour Legislation

1. Without restricting the generality of the foregoing, the Contractor shall keep its employees' records up to date and, upon request by the Minister, submit to the Minister, within seven (7) days of the date of the request, the following information regarding its employees, as provided for in section 77 (2) of the *Employment Standard Act*, 2000, and as set out in Ontario Regulation 287/01:
 - (a) the employee's name, residential address and telephone number;
 - (b) his or her job classification or job description;
 - (c) the wage rate actually paid to the employee;

K - GENERAL CONDITIONS - MODIFICATIONS

- (d) a description of the benefits, if any, provided to the employee including the cost of each benefit and the benefit period to which the cost relates;
 - (e) the number of hours that the employee works in a regular non- overtime work week, or if hours vary from week to week, the number of the employee's non-overtime hours for each week that the employee worked during the thirteen (13) weeks preceding the date of the request for information;
 - (f) the date on which the employer hired the employee;
 - (g) any period of employment attributed to the employer under section 10 of the Act;
 - (h) the number of weeks that the employee worked at the premises during the 26 weeks preceding the date on which the request was made for the information (the 26-week period shall be calculated without including any period during which the provision of services at the premises was temporarily discontinued, or during which the employee was on a leave under Part XIV of the Act);
 - (i) a statement indicating whether the employee
 - (1) is actively employed in providing services at the premises but whose job duties were not primarily performed at the premises during the thirteen (13) weeks immediately preceding the date on which the request was made for the information;
 - (2) is employed, but not actively employed, in providing services at the premises but whose job duties were not primarily performed at the premises during his or her most recent thirteen (13) weeks of active employment.
2. In addition to the above information, the Contractor shall, upon request, provide the Minister, within seven (7) days after the date of the request, with an up-to-date copy of the collective agreement regarding the employees at the premises or, if no collective agreement exists for these premises, a copy of the union certificate regarding these employees or, if no union certificate was issued, a copy of any pending union application.
3. Between the date the information described above is provided by the Contractor and the expiry date of the Contract, the Contractor shall provide the Minister with updated information immediately any changes to said information occur.
4. The information described above, with the exception of 1.a), will be provided by the Contracting Authority to prospective bidders for a future contract for those services relating to the premises.

K9015C **(30/10/96)** **Ontario Labour Legislation**

Effective 13/12/02, this clause is superseded by K9015C.

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Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in bid solicitation where information is provided to bidders in accordance with Ontario Labour Legislation requirements for janitorial, food catering and security service contracts.

K9015T (13/12/02) Ontario Labour Legislation

1. In accordance with the requirements of Section 77(1) of the *Employment Standards Act, 2000*, the following information concerning each employee of the previous employer providing services at the premises is attached hereto:
 - (a) job classification or job description for each employee;
 - (b) the wage rate actually paid to the employee;
 - (c) a description of the benefits, if any, provided to the employee including the cost of each benefit and the benefit period to which the cost relates;
 - (d) the number of hours that the employee works in a regular non- overtime work week, or if hours vary from week to week, the number of the employee's non-overtime hours for each week that the he/she worked during the 13 weeks preceding the date of the request for information;
 - (e) the date on which the employer hired the employee;
 - (f) any period of employment attributed to the employer under Section 10 of the Act;
 - (g) the number of weeks that the employee worked at the premises during the 26 weeks preceding the date on which the request was made for the information (the 26-week period shall be calculated without including any period during which the provision of services at the premises was temporarily discontinued, or during which the employee was on a leave under Part XIV of the Act);
 - (h) a statement indicating whether the employee
 - (1) is actively employed in providing services at the premises but whose job duties were not primarily performed at the premises during the thirteen (13) weeks immediately preceding the date on which the request was made for the information; or,
 - (2) is employed, but not actively employed, in providing services at the premises but whose job duties were not primarily performed at the premises during his or her most recent thirteen (13) weeks of active employment.
2. The name, address and telephone number of each employee as they appear in the previous employer's records will be provided to the successful bidder after award of the Contract.
3. In addition to the above information, a copy of either the collective agreement, union certificate, or pending union applications regarding the employees at the premises is also attached, if applicable.
4. Bidders shall use the information referred to in subparagraphs 1.(a) to 1.(h) (and paragraph 3 if applicable) above only for the purposes of preparing their bids and complying with the Act, and shall not disclose such information except as may be authorized by the Minister in writing.

K - GENERAL CONDITIONS - MODIFICATIONS

5. The enclosed information concerning the employees of the previous employer providing services at the premises has been received from the previous employer and the Minister is unable to warrant its accuracy or completeness. If you require verification or further information, please contact: _____
 6. Canada does not warrant the accuracy or completeness of any information concerning the employees of the previous employer providing services at the premises, nor shall it be responsible for any damage or loss which may result from use of or reliance upon any of this information.
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K9015T (30/10/96) Ontario Labour Legislation

Effective 13/12/02, this clause is superseded by K9015T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in contracts for procurements subject to the Set-Aside Program for Aboriginal Business. When the General Conditions to be used in the bid solicitation and contract do not include an entire agreement provision, the clause K9026D, Entire Agreement, must also be used.

K9025C (15/09/97) Aboriginal Business Certification

1. The Contractor represents and warrants that the certification of compliance with the definition of an Aboriginal business set out in *Requirements for the Set-Aside Program for Aboriginal Business* and submitted with its bid is and remains accurate and complete. The Contractor acknowledges that the Minister has relied upon such representation and warranty to enter into this Contract. Such representation and warranty may be verified in such manner as the Minister may reasonably require.
2. The Contractor acknowledges that in the event of a breach of this covenant, the Minister shall have the right to treat the Contract as being in default in accordance with the default provisions of the Contract.
3. The Contractor shall keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor shall not, without the prior written consent of the Minister, dispose of any such records or documentation supporting the accuracy of the certification until the expiration of six (6) years after final payment of this Contract, or until settlement of all outstanding claims and disputes, resulting from a dispute under this contract, whichever is later. All such records and documentation shall at all times during the aforementioned retention period be open to audit, inspection and examination by the authorized representatives of the Minister, who may make copies and take extracts thereof. The Contractor shall provide all facilities for such audits, inspections and examinations, and shall furnish all such information as the representatives of the Minister may from time to time require with respect to such records and documentation.
4. Nothing in this clause shall be interpreted as limiting the rights and remedies which Canada or the Minister may otherwise have in relation to or pursuant to this Contract.

K - GENERAL CONDITIONS - MODIFICATIONS

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in bid solicitations for procurements subject to the Set-Aside Program for Aboriginal Business. When the General Conditions to be used in the bid solicitation and contract do not include an entire agreement provision, the clause K9026D, Entire Agreement, must also be used.

K9025T (15/09/97) Set-Aside / Aboriginal Business

1. This procurement is set aside for Aboriginal business under the federal government's Set-Aside Program for Aboriginal Business. Bidders must complete and sign the certification "Certification Requirements for the Set-Aside Program for Aboriginal Business" contained in Appendix "____", *Requirements for the Set-Aside Program for Aboriginal Business*, and this certification shall be submitted with the proposal. **It is a precondition to the submission of a valid bid that this certification be accurately completed. Failure to complete and submit the Certification with the proposal shall render the proposal non-compliant.**
2. By executing the certification, the Bidder represents and warrants that it is an Aboriginal business as defined in the Set-Aside Program for Aboriginal Business.
3. The Bidder acknowledges that the Minister relies upon such representation and warranty to evaluate bids and shall rely upon such representation and warranty to enter into any contract resulting from this bid. Such representation and warranty of the certification may be verified in such manner as the Minister may reasonably require.
4. Should a verification by the Minister disclose a breach of such representation and warranty, the Minister shall have the right to disqualify the bid or to treat any contract resulting from this bid as being in default and render it subject to the remedies set out in the certification and General Conditions.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in bid solicitations and contracts for procurements subject to the Set-Aside Program for Aboriginal Business when the General Conditions to be used in the bid solicitation and contract do not include an entire agreement provision.

K9026D (15/09/97) Entire Agreement

The Contract, including all Appendices, Annexes and all terms and conditions, including those incorporated by reference and the *Requirements for the Set-Aside Program for Aboriginal Business* and "Certification Requirements for the Set-Aside Program for Aboriginal Business" documents as completed and submitted by the Bidder, constitute the entire and sole agreement between the parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements, whether written or oral, relating to it, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements of conditions binding on the parties other than those contained in the Contract.

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Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all contract documents which call for the collection or creation of personal information. This includes contracts for investigations relating to specific individuals in cases such as harassment or the employment status of a public servant.

K9035D (23/11/98) Handling of Personal Information

The Contractor acknowledges that Canada is bound by the *Privacy Act*, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in that Act. The Contractor shall keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and shall not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract. All such personal information is the property of Canada, and the Contractor shall have no right in or to that information. The Contractor shall deliver to Canada all such personal information in whatever form, including all working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to this Contract, upon the completion or termination of the Contract, or at such earlier time as the Minister may request. Upon delivery of the personal information to Canada, the Contractor shall have no right to retain that information in any form and shall ensure that no record of the personal information remains in the Contractor's possession.

Section 5

L - PRODUCTION TOOLING AND SPECIAL TEST EQUIPMENT

L - PRODUCTION TOOLING AND SPECIAL TEST EQUIPMENT

SUPPLEMENT

PLEASE INSERT PAGES i TO iv AS THE FIRST PAGES IN SUBSECTION 5L

Because of the limited number of revisions required in subsection L, it has been decided not to reprint the subsection in its entirety. The following revisions will be incorporated in the next major revision/reprint of this subsection. Users are requested to take note of these changes.

L0003C **Tooling**
(01/06/91)

Effective 16/02/98, this clause is superseded by L0003C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.
Use the following clause for production tooling acquired on a firm price basis and the value of such tooling is over \$500. Enter fill-in data.

L0003C **Tooling**
(16/02/98)

1. The Contractor shall provide the production tooling required to perform the Work under this Contract as listed in the Schedule attached, or to be submitted as soon as possible, for a price of \$_____.
2. The Contractor shall take reasonable and proper care of the tooling. During the course of the Contract, maintenance and replacement shall be at the Contractor's expense.
3. Title to the tooling and any replacement shall vest in Canada and shall remain so vested at all times.
4. The Contractor shall give written notice to _____ at least sixty (60) days before the date when the tooling will no longer be required for use in the performance of any contract with Canada. If no disposal instructions are received from the Minister, the Contractor shall act as custodian of the tooling at no direct cost to Canada for a period of _____ days from the contract completion date. If inhibiting, packaging and crating charges are involved, then these will be the subject of a new contract with this Department.
5. Each item of production tooling shall be identified as Canada property by affixing a plate, or by etching or stamping. Such plate or marking shall include reference to the Department of Public Works and Government Services File Number and Contract Number as well as a tool number to identify the individual item.

L - PRODUCTION TOOLING AND SPECIAL TEST EQUIPMENT

6. As a prerequisite to payment for the tooling, the Contractor shall submit a separate invoice accompanied by an inventory of the tooling verified by Statutory Declaration made before a Notary Public or a Commissioner for Oaths on form DSS-MAS 1477, Statutory Declaration, to be obtained from _____, which shall contain the following particulars:
 - (a) the Contractor's name;
 - (b) date and reference numbers of the Contract;
 - (c) supplies or components in the manufacture of which the tooling is used;
 - (d) quantity, tool or item number (reference subsection 5 above), production part number to which the tool relates and a brief description of the tool; and,
 - (e) price of each item of production tooling, where available, and the total amount.
7. The special tooling invoice shall be made out to and paid by _____. The original and two (2) copies of the invoice accompanied by the original and two (2) copies of the tooling inventory (verified as provided above) are to be submitted to the Production Assets Management Services, Aerospace, Marine and Electronics Systems Sector, Department of Public Works and Government Services, Ottawa, Ontario, K1A 0S5.

L0004C **Tooling**
(01/06/91)

Effective 16/02/98, this clause is superseded by L0004C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.
Use the following clause for tooling acquired on a cost basis if the estimated value of such tooling is over \$500. Enter fill-in data.

- (a) Where applicable, after the word "audit" in subsection 1, add "plus a profit of _____ percent on the cost of the portion of the tooling which the Contractor manufactures in a plant it owns or operates. The Contractor shall not be entitled to any profit on such tooling purchased or otherwise acquired by subcontractors."
- (b) In cases where the end products are being purchased on a firm price basis but special production tooling is being acquired on a cost plus basis, add to subsection 3 "and the Contractor shall maintain and replace such tooling at no cost to Canada."

L0004C **Tooling**
(16/02/98)

1. The Contractor shall provide the special production tooling required to perform the Work under this Contract as listed in the Schedule attached to acceptance of this Contract, which Canada shall pay for on the basis of the Contractor's actual cost determined in accordance with Contract Cost Principles, DSS-MAS 1031-2, and subject to Government audit. Where the Contractor can submit only an incomplete Schedule of

L - PRODUCTION TOOLING AND SPECIAL TEST EQUIPMENT

the tooling with acceptance of the Contract, the Contractor shall provide a complete Schedule as soon as possible. All items of "Special Production Tooling" are subject to approval by the Minister before final payment is made.

2. In no event shall Canada pay the Contractor for tooling a total amount that exceeds \$_____, unless and until Canada authorizes additional commitments.
3. The Contractor shall take reasonable and proper care of the tooling while in its custody.
4. Title to the tooling and any replacement shall vest in Canada upon the acquisition by the Contractor and shall remain so vested at all times.
5. The Contractor shall give written notice to _____, at least sixty (60) days before the date when the tooling will no longer be required for use in the performance of any contract with Canada. If no disposal instructions are received from the Minister, the Contractor shall act as custodian of the tooling at no direct cost to Canada for a period of _____ days from the date on which the Contract was completed. However, if inhibiting, packaging and crating charges are involved, these will be the subject of a new contract with this Department.
6. Each item of special production tooling shall be identified as Crown property by affixing a plate (available upon request from) _____, by etching or by stamping. Such plate or marking shall include reference to the Department of Public Works and Government Services File Number and Contract Number as well as a tool number to identify the individual item.
7. As a prerequisite to final payment for the tooling, the Contractor shall submit an inventory of the tooling verified by Statutory Declaration made before a Notary Public or Commissioner for Oaths on form DSS-MAS 1477, Statutory Declaration, to be obtained from _____. The inventory shall contain the following particulars:
 - (a) the Contractor's name;
 - (b) date and reference numbers of the Contract;
 - (c) supplies or components in the manufacture of which the tooling is used;
 - (d) quantity, tool or item number (reference subsection 6 above), production part number to which the tool relates and a brief description of the tool;
 - (e) price of each item of special production tooling, where available, and the total amount.
8. The original and two (2) copies of the tooling inventory (verified as provided above) are to be forwarded to the Production Assets Management Division, Aerospace, Marine and Electronics Systems Sector, Department of Public Works and Government Services, Ottawa, Ontario, K1A 0S5.

L - PRODUCTION TOOLING AND SPECIAL TEST EQUIPMENT

L5000C **Special Test Equipment**
(01/06/91)

This clause is cancelled effective 16/02/98.

L - PRODUCTION TOOLING AND SPECIAL TEST EQUIPMENT

L0001T (01/06/91) Tooling

This clause is cancelled effective 15/06/98.

Remarks: Use the following clause for articles of a special nature which may require special production tooling.

L0002T (01/06/91) Tooling

If a Contract is awarded, the Contractor shall mark each item of special production tooling and shall submit an inventory describing each item, its use and its cost. The Contractor shall verify such inventory by Statutory Declaration made before a Notary Public or a Commissioner for Oaths.

Remarks: **THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.** Use the following clause for production tooling acquired on a firm price basis and the value of such tooling is over \$500. Enter fill-in data.

L0003C (13/12/02) Tooling

1. The Contractor shall provide the production tooling required to perform the Work under this Contract as listed in the Schedule attached, or to be submitted as soon as possible, for a price of \$_____.
2. The Contractor shall take reasonable and proper care of the tooling. During the course of the Contract, maintenance and replacement shall be at the Contractor's expense.
3. Title to the tooling and any replacement shall vest in Canada and shall remain so vested at all times.
4. The Contractor shall give written notice to _____ at least sixty (60) days before the date when the tooling will no longer be required for use in the performance of any contract with Canada. If no disposal instructions are received from the Minister, the Contractor shall act as custodian of the tooling at no direct cost to Canada for a period of _____ days from the contract completion date. If inhibiting, packaging and crating charges are involved, then these will be the subject of a new contract with this Department.
5. Each item of production tooling shall be identified as Canada property by affixing a plate, or by etching or stamping. Such plate or marking shall include reference to the Department of Public Works and Government Services File Number and Contract Number as well as a tool number to identify the individual item.
6. As a prerequisite to payment for the tooling, the Contractor shall submit a separate invoice accompanied by an inventory of the tooling verified by Statutory Declaration made before a Notary

L - PRODUCTION TOOLING AND SPECIAL TEST EQUIPMENT

Public or a Commissioner for Oaths on form DSS-MAS 1477, Statutory Declaration, to be obtained from _____, which shall contain the following particulars:

- (a) the Contractor's name;
 - (b) date and reference numbers of the Contract; (c) supplies or components in the manufacture of which the tooling is used; (d) quantity, tool or item number (reference subsection 5 above), production part number to which the tool relates and a brief description of the tool; and, (e) price of each item of production tooling, where available, and the total amount.
7. The special tooling invoice shall be made out to and paid by _____. The original and two (2) copies of the invoice accompanied by the original and two (2) copies of the tooling inventory (verified as provided above) are to be submitted to the Contracting Authority.
-

L0003C (16/02/98) Tooling

Effective 13/12/02, this clause is superseded by L0003C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause for tooling acquired on a cost basis if the estimated value of such tooling is over \$500. Enter fill-in data.

Where applicable, after the word "audit" in subsection 1, add *"plus a profit of _____ percent on the cost of the portion of the tooling which the Contractor manufactures in a plant it owns or operates. The Contractor shall not be entitled to any profit on such tooling purchased or otherwise acquired by subcontractors."*

In cases where the end products are being purchased on a firm price basis but special production tooling is being acquired on a cost plus basis, add to subsection 3 *"and the Contractor shall maintain and replace such tooling at no cost to Canada."*

L0004C (13/12/02) Tooling

- 1. The Contractor shall provide the special production tooling required to perform the Work under this Contract as listed in the Schedule attached to acceptance of this Contract, which Canada shall pay for on the basis of the Contractor's actual cost determined in accordance with Contract Cost Principles, DSS-MAS 1031-2, and subject to Government audit. Where the Contractor can submit only an incomplete Schedule of the tooling with acceptance of the Contract, the Contractor shall provide a complete Schedule as soon as possible. All items of "Special Production Tooling" are subject to approval by the Minister before final payment is made.
- 2. In no event shall Canada pay the Contractor for tooling a total amount that exceeds \$_____, unless and until Canada authorizes additional commitments.

L - PRODUCTION TOOLING AND SPECIAL TEST EQUIPMENT

3. The Contractor shall take reasonable and proper care of the tooling while in its custody.
4. Title to the tooling and any replacement shall vest in Canada upon the acquisition by the Contractor and shall remain so vested at all times.
5. The Contractor shall give written notice to _____, at least sixty (60) days before the date when the tooling will no longer be required for use in the performance of any contract with Canada. If no disposal instructions are received from the Minister, the Contractor shall act as custodian of the tooling at no direct cost to Canada for a period of _____ days from the date on which the Contract was completed. However, if inhibiting, packaging and crating charges are involved, these will be the subject of a new contract with this Department.
6. Each item of special production tooling shall be identified as Crown property by affixing a plate (available upon request from) _____, by etching or by stamping. Such plate or marking shall include reference to the Department of Public Works and Government Services File Number and Contract Number as well as a tool number to identify the individual item.
7. As a prerequisite to final payment for the tooling, the Contractor shall submit an inventory of the tooling verified by Statutory Declaration made before a Notary Public or Commissioner for Oaths on form DSS-MAS 1477, Statutory Declaration, to be obtained from _____. The inventory shall contain the following particulars:
 - (a) the Contractor's name;
 - (b) date and reference numbers of the Contract;
 - (c) supplies or components in the manufacture of which the tooling is used;
 - (d) quantity, tool or item number (reference subsection 6 above), production part number to which the tool relates and a brief description of the tool;
 - (e) price of each item of special production tooling, where available, and the total amount.
8. The original and two (2) copies of the tooling inventory (verified as provided above) are to be forwarded to the Contracting Authority.

L0004C (16/02/98) Tooling

Effective 13/12/02, this clause is superseded by L0004C.

L - PRODUCTION TOOLING AND SPECIAL TEST EQUIPMENT

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in firm price contracts where Canada is to provide special production tooling. Enter fill-in data.

L0005C (01/06/91) Tooling Owned by Canada

1. Canada shall provide the special production tooling (hereinafter referred to as "the tooling") required to perform the Work under this Contract as listed in the Schedule attached.
 2. Title to the tooling shall remain vested in Canada, and title to any replacement thereof shall vest in Canada.
 3. The Contractor shall take reasonable and proper care of the tooling and shall maintain and replace the tooling during the course of the Contract at its expense so that, at the conclusion of the Contract, the Contractor will possess a complete set of the tooling in a usable condition.
 4. The Contractor shall give written notice to _____, at least sixty (60) days before the date when the tooling will no longer be required for use in the performance of any contract with Canada. If no disposal instructions are received from the Minister, the Contractor shall act as custodian of the tooling at no direct cost to Canada for a period of _____ days from the completion date of the Contract. If, however, inhibiting, packaging and crating charges are involved, these will be the subject of a new contract with this Department.
-

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in firm price contracts where Canada owns special production tooling already in the Contractor's possession. Enter fill-in data.

L0006C (01/06/91) Tooling Owned by Canada

1. Canada shall provide the special production tooling (hereinafter referred to as "the tooling") acquired under Contract Number _____ and required to perform the Work under this Contract.
 2. Title to the tooling shall remain vested in Canada, and title to any replacement thereof shall vest in Canada.
 3. The Contractor shall take reasonable and proper care of the tooling and shall maintain and replace the tooling during the course of the Contract at its expense so that, at the conclusion of the Contract, the Contractor shall possess a complete set of the tooling in a usable condition.
 4. The Contractor shall give written notice to _____ at least sixty (60) days before the date when the tooling will no longer be required for use in the performance of any contract with Canada. If no disposal instructions are received from the Minister, the Contractor shall act as custodian of the tooling at no direct cost to Canada for the period of _____ days from the date on which the Contract was completed. However, if inhibiting, packaging and crating charges are involved, these will be the subject of a new contract with this Department.
-

L - PRODUCTION TOOLING AND SPECIAL TEST EQUIPMENT

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in cost reimbursable contracts where Canada owns and provides special production tooling. Enter fill-in data.

L0007C (01/06/91) Tooling Owned by Canada

1. Canada shall provide the special production tooling (hereinafter referred to as "the tooling") required to perform the Work under this Contract as listed in the Schedule attached.
 2. Title to the tooling shall remain vested in Canada and title to any replacement thereof shall vest in Canada.
 3. The Contractor shall give written notice to _____ at least sixty (60) days before the date when the tooling will no longer be required for use in the performance of any contract with Canada. If no disposal instructions are received from the Minister, the Contractor shall act as custodian of the tooling at no direct cost to Canada for a period of _____ days from the Contract completion date. If inhibiting, packaging and crating charges are involved, these will be the subject of a new contract with this Department.
-

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in cost reimbursable contracts where Canada owns special production tooling already in the Contractor's possession. Enter fill-in data.

L0008C (01/06/91) Tooling Owned by Canada

1. Canada shall provide the special production tooling (hereinafter referred to as "the tooling") acquired under Contract Number _____ and required to perform the Work under this Contract.
 2. Title to the tooling shall remain vested in Canada, and title to any replacement shall thereof vest in Canada.
 3. The Contractor shall give written notice to _____ at least sixty (60) days before the date when the tooling will no longer be required for use in the performance of any contract with Canada. If no disposal instructions are received from the Minister, the Contractor shall act as custodian of the tooling at no direct cost to Canada for a period of _____ days from the Contract completion date. However, if inhibiting, packaging and crating charges are involved, these will be the subject of a new contract with this Department.
-

L0009C (01/06/91) Production or Tooling

This clause is cancelled effective 15/06/98.

L - PRODUCTION TOOLING AND SPECIAL TEST EQUIPMENT

L5000C **(01/06/91)** **Special Test Equipment**

This clause is cancelled effective 16/02/98.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in contracts where property owned by Canada (tooling, test equipment, materials, etc.) may become surplus.

L5001C **(01/06/91)** **Property Owned by Canada**

If, during the course of or on completion of this Contract, the Contractor determines that property owned by Canada (tooling, test equipment and materials, etc.) is surplus, then the Contractor shall report such surplus using forms _____. If such surplus is not required by Canada, then Canada shall give the Contractor the right of first refusal at fair market value to be negotiated by Crown Assets Distribution Group.

M - STANDING OFFERS

SUPPLEMENT

PLEASE INSERT PAGES i TO iv AS THE FIRST PAGES IN SUBSECTION 5M

Because of the limited number of revisions required in subsection M, it has been decided not to reprint the subsection in its entirety. The following revisions will be incorporated in the next major revision/reprint of this subsection. Users are requested to take note of these changes.

M0000C **Standard Instructions and Conditions**
(10/12/01)

Effective 24/05/02, this clause is superseded by M0000C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.
Use the following clause in all standing offers in conjunction with clause K0000D "Conditions."

M0000C **Standard Instructions and Conditions**
(24/05/02)

Terms and Conditions - Standing Offer

1. Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c.16,
 - (a) the general terms, conditions and clauses identified herein by title, number and date, and
 - (b) the Particulars of the Standing Offer set out in Part B and, for the purchase of goods, the Conditions set out in Part C of Standard Instructions and Conditions - Standing Offers, DSS-MAS 9403-6 (_____) ***{Insert date and delete this instruction}***, are hereby incorporated by reference into this Standing Offer and form part of any contract resulting from any call-up made pursuant to this Standing Offer as though expressly set out herein, subject to any other express terms and conditions herein contained.

Standard Acquisition Clauses and Conditions Manual

All instructions, general terms, conditions and clauses identified herein by title, number and date that are set out in the *Standard Acquisition Clauses and Conditions (SACC)* Manual, issued by Public Works and Government Services Canada (PWGSC), are effective on the issue date of the standing offer.

M - STANDING OFFERS

A hard copy of the SACC Manual (Catalogue No. P60-4/1) is available through your local book seller or by mail from:

Canadian Government Publishing
Communication Canada
Ottawa, Ontario K1A 0S9

Telephone: (819) 956-4800
Fax: (819) 994-1498
Orders only: 1-800-635-7943

An electronic version is also available at the following PWGSC Website:
<http://www.pwgsc.gc.ca/sacc>.

M0000T Standard Instructions and Conditions (10/12/01)

Effective 24/05/02, this clause is superseded by A0000T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.
Use the following clause in all Requests for a Standing Offer in conjunction with clause K0000D "Conditions."

M0000T Standard Instructions and Conditions (24/05/02)

Standard Instructions

Instructions set out in Part A of the Standard Instructions and Conditions - Standing Offers, DSS-MAS 9403-6 (_____) **{Insert date and delete this instruction}** are hereby incorporated by reference into and form part of this Request for a Standing Offer. Submission of a Standing Offer constitutes acknowledgement that the Offeror has read and agrees to be bound by such instructions.

Terms and Conditions - Standing Offer

1. Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c.16,
 - (a) the general terms, conditions and clauses identified herein by number, date and title, and
 - (b) the Particulars of the Standing Offer set out in Part B and, for the purchase of goods, the Conditions set out in Part C of Standard Instructions and Conditions

M - STANDING OFFERS

- Standing Offers, DSS-MAS 9403-6 (_____) *{Insert date and delete this instruction}*, are hereby incorporated by reference into this Request for Standing Offer as though expressly set out herein, subject to any other express terms and conditions herein contained.

Standard Acquisition Clauses and Conditions Manual

All instructions, general terms, conditions and clauses identified herein by title, number and date that are set out in the *Standard Acquisition Clauses and Conditions* (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC), are effective on the issue date of the Request for Standing Offer.

A hard copy of the SACC Manual (Catalogue No. P60-4/1) is available through your local book seller or by mail from:

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Ottawa, Ontario K1A 0S9

Telephone: (819) 956-4800
Fax: (819) 994-1498
Orders only: 1-800-635-7943

An electronic version is also available at the following PWGSC Website:
<http://www.pwgsc.gc.ca/sacc>.

M2100D International Sanctions (10/12/01)

Effective 24/05/02, this clause is superseded by M2100D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

Use the following clause in all standing offer documents. At the bid solicitation stage, the sanctions are provided to bidders for information purposes only.

M2100D International Sanctions (24/05/02)

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.

Details on existing sanctions can be found at:
<http://www.dfait-maeci.gc.ca/trade/sanctions-e.asp>

M - STANDING OFFERS

2. It is a condition of this Standing Offer and of any ensuing call-ups, if any, that the Offeror not supply to the Government of Canada any goods or services which are subject to economic sanctions.
 3. By law, the Offeror must comply with changes to the regulations imposed during the life of the Standing Offer. During the performance of any call-up under the Standing Offer, should the imposition of sanctions against a country or person or the addition of a good or service to the list of sanctioned goods and services prevent the Offeror from performing all or part of its obligations pursuant to a call-up made against this Standing Offer, the Offeror shall treat the situation as a force majeure. The Offeror shall forthwith inform Canada of the situation; the procedures applicable to force majeure shall then apply.
-

Section 5

M - STANDING OFFERS

M - STANDING OFFERS

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all standing offers in conjunction with clause K0000D "Conditions."

M0000C (13/12/02) Standard Instructions and Conditions

Terms and Conditions - Standing Offer

1. Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c.16,
 - (a) the general terms, conditions and clauses identified herein by title, number and date, and
 - (b) the Particulars of the Standing Offer set out in Part B and, for the purchase of goods, the Conditions set out in Part C of Standard Instructions and Conditions - Standing Offers, DSS-MAS 9403-6 (_____) {***Insert date and delete this instruction***}, of the *Standard Acquisition Clauses and Conditions Manual*, are hereby incorporated by reference into this Standing Offer and form part of any contract resulting from any call-up made pursuant to this Standing Offer as though expressly set out herein, subject to any other express terms and conditions herein contained.

Standard Acquisition Clauses and Conditions Manual

All instructions, general terms, conditions and clauses identified herein by title, number and date are set out in the *Standard Acquisition Clauses and Conditions* (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC).

A hard copy of the SACC Manual (Catalogue No. P60-4/1) is available through your local book seller or by mail from:

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Ottawa, Ontario K1A 0S9

Telephone: (819) 956-4800
Fax: (819) 994-1498
Orders only: 1-800-635-7943

An electronic version is also available at the following PWGSC Website: <http://www.pwgsc.gc.ca/sacc>.

M0000C (24/05/02) Standard Instructions and Conditions

Effective 13/12/02, this clause is superseded by M0000C.

M - STANDING OFFERS

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all Requests for a Standing Offer in conjunction with clause K0000D "Conditions."

M0000T (13/12/02) Standard Instructions and Conditions

Terms and Conditions - Standing Offer

1. Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c.16,
 - (a) the general terms, conditions and clauses identified herein by number, date and title,
 - (b) the Instructions set out in Part A of the Standard Instructions and Conditions - Standing Offers, DSS-MAS 9403-6 (_____) **{Insert date and delete this instruction}**, of the *Standard Acquisition Clauses and Conditions* (SACC) Manual, are hereby incorporated by reference into and form part of this Request for a Standing Offer. Submission of a Standing Offer constitutes acknowledgement that the Offeror has read and agrees to be bound by such instructions, and
 - (c) the Particulars of the Standing Offer set out in Part B and, for the purchase of goods, the Conditions set out in Part C of Standard Instructions and Conditions - Standing Offers, DSS-MAS 9403-6 (_____) **{Insert date and delete this instruction}**, of the SACC Manual, are hereby incorporated by reference into this Request for Standing Offer as though expressly set out herein, subject to any other express terms and conditions herein contained.

Standard Acquisition Clauses and Conditions Manual

All instructions, general terms, conditions and clauses identified herein by title, number and date are set out in the *Standard Acquisition Clauses and Conditions* (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC).

A hard copy of the SACC Manual (Catalogue No. P60-4/1) is available through your local book seller or by mail from:

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Telephone: (819) 956-4800
Fax: (819) 994-1498
Orders only: 1-800-635-7943

An electronic version is also available at the following PWGSC Website: <http://www.pwgsc.gc.ca/sacc> .

M - STANDING OFFERS

M0000T **(24/05/02)** **Standard Instructions and Conditions**

Effective 13/12/02, this clause is superseded by M0000T.

M0001D **(01/06/91)** **Call-Up Form**

This clause is cancelled effective 31/03/95.

M0002D **(01/06/91)** **Call-up Form**

This clause is cancelled effective 31/03/95.

M0003D **(01/06/91)** **Reference to the Word "Contract"**

This clause is cancelled effective 31/03/95.

M0004T **(01/08/92)** **Nature of Document**

This clause is cancelled effective 31/03/95.

M - STANDING OFFERS

M0005T (31/01/92) Nature of Documents

This clause is cancelled effective 31/03/95.

M0006T (31/03/95) Enquiries - Solicitation Stage

Effective 13/12/02, this clause is superseded by A0012T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in bid solicitations covering professional services requirements.

M0007T (15/06/98) Presentation of Offers

[DELETE ALL LINES WITHIN ASTERISKS [**] AS WELL AS THIS INSTRUCTION, WHEN ALL EDITS ARE COMPLETE**]**

Offerors are required to provide three (3) copies of their offer in two separate parts, as follows:

- Technical Offer
- Proposed Basis of Payment

RULES FOR TECHNICAL PROPOSAL

Your technical proposal should address each of the following elements in the order in which they appear below.

1. Mandatory Requirement

[THE CONTRACTING OFFICER IS TO GROUP UNDER THIS HEADING THOSE OF THE FOLLOWING REQUIREMENTS THAT ARE MANDATORY**]**

2. Requirements Subject to Point Rating

[THE CONTRACTING OFFICER IS TO GROUP UNDER THIS HEADING THOSE OF THE FOLLOWING REQUIREMENTS THAT ARE SUBJECT TO POINT RATING, MAKING SURE THAT THE SCORING METHOD FOR EACH IS INCLUDED IN THE SOLICITATION**]**

REQUIREMENTS

1. Proposed Personnel:

[INCLUDE THE FOLLOWING IF MANDATORY**]**

M - STANDING OFFERS

The proposed project team must include the following categories of personnel, as a minimum:

- (a) The proposed _____ must have a _____ (degree, certificate, etc).
- (b) The proposed _____ must have a minimum of _____ years experience in _____.
- (c) The personnel proposed must have participated in _____ projects similar in scope to this requirement.

[INCLUDE THE FOLLOWING IF SUBJECT TO POINT RATING**]**

- (a) Specify educational attainments possessed by _____.
- (b) Specify number of years of experience in _____ possessed by _____.
- (c) Specify number of projects similar in scope to this requirement in which _____ has acted in a comparable capacity.

[THE FOLLOWING MUST ACCOMPANY THE ABOVE TEXT, WHETHER MANDATORY OR OTHERWISE**]**

In order to demonstrate that the proposed personnel possess the qualifications specified above, Offerors (should/must) provide:

- (a) Detailed résumés for each person proposed stating the individual's education, work history and other relevant details, which clearly indicate that the individual meets the qualifications. Failure to provide sufficient details may result in your offer being evaluated as non-responsive.
- (b) A list of relevant projects, including a brief description of the project, the responsibilities of each of the personnel proposed, the project duration, the dollar value and the client from whom the work was done.

The following certification MUST form part of any offer:

CERTIFICATION

"We hereby certify that all the information provided in the attached résumés and supporting material, particularly as this information pertains to education achievements, experience and work history, has been verified by us to be true and accurate. We further certify that, should we be awarded a contract, the personnel proposed will be available to perform the tasks described herein, as and when required by the Project Authority."

Signature of Authorized
Company Official

Date

2. Firm's experience and expertise

[INCLUDE THE FOLLOWING IF MANDATORY**]**

M - STANDING OFFERS

The firm must have completed _____ projects similar in scope to the requirement defined herein.

[INCLUDE THE FOLLOWING IF SUBJECT TO POINT RATING**]**

State the number of projects similar in scope to the requirement defined herein: _____ projects

[THE FOLLOWING MUST ACCOMPANY THE ABOVE TEXT, WHETHER MANDATORY OR OTHERWISE**]**

In order to demonstrate that the firm possesses the required qualifications, Offerors (should/must) provide a list of relevant projects completed, including a brief description of each project, the responsibilities of the firm, the project duration, the dollar value and the client for whom the work was performed.

3. Approach and methodology

[THIS REQUIREMENT IS ALWAYS SUBJECT TO A POINT RATING AND MUST BE INCLUDED IN THE SOLICITATION**]**

This section must outline the comprehensive approach to be followed in completing all aspects of the Scope of Work. A detailed work plan, outlining the methodology, specific activities planned, the timing and associated level of effort by labour category or individual, must be provided for each task specified under the Scope of Work. Sufficient detail is to be provided to allow a complete understanding of how the work is to be carried out. The team organization and the responsibilities of each team member must also be described.

The information provided in an offer will also be used to assess the Offeror's understanding of the problems and objectives of this requirement.

4. Corporate Name

[THIS REQUIREMENT IS ALWAYS MANDATORY FOR AN OFFEROR WHO IS INCORPORATED**]**

The offer must contain a statement giving the date and jurisdiction under which the Offeror was legally incorporated and the current percentage of Canadian ownership.

M0007T (31/03/95) Presentation of Offers

Effective 15/06/98, this clause is superseded by M0007T.

M - STANDING OFFERS

M0008T (01/12/92) Basis of Selection

Effective 31/03/95, this clause is superseded by A0265T, A0270T.

M0009T (01/12/92) Basis of Selection of Carrier

Effective 31/03/95, this clause is superseded by A0031T.

M0010T (01/12/92) Technical Proposal

This clause is cancelled effective 31/03/95.

Remarks: Use this clause to determine the capabilities of the offeror for evaluation purposes.

M0011T (31/03/95) Facility Evaluation

The Offeror agrees that, for the purpose of evaluating their offer, representatives of Canada may conduct, as deemed necessary, a survey of their facilities, their technical capabilities, and their financial status, to determine if they are adequate to ensure the proper performance of any work described herein. The Offeror hereby agrees to make their facilities available for this purpose.

M0011T (01/12/92) Facility Evaluation

Effective 31/03/95, this clause is superseded by M0011T.

M - STANDING OFFERS

M0012T (01/12/92) Offer Cost

This clause is cancelled effective 31/03/95.

M0013C (01/12/92) Authorities

Effective 31/03/95, this clause is superseded by M0015D.

M0014C (01/12/92) Authorities

Effective 31/03/95, this clause is superseded by M0015D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause to identify the contracting officer in the solicitation and the resulting standing offer documents.

M0015D (31/03/95) Contracting Authority

The Contracting Authority for this Standing Offer is:

Name: _____
Title: _____
Organization: _____
Address: _____

The Contracting Authority is responsible for the establishment of the Standing Offer, its administration, and any contractual issues relating to individual call-ups.

M - STANDING OFFERS

M0015D (01/12/92) **Administrative Authority**

Effective 31/03/95, this clause is superseded by M0015D.

M0016D (01/12/92) **Services to be Provided**

This clause is cancelled effective 31/03/95.

M0017T (01/12/92) **Bidders' Conference**

Effective 31/03/95, this clause is superseded by A9083T.

Remarks: Use this clause for security guard services.

M0018D (01/12/00) **Post Orders**

Post orders shall be furnished to the Offeror by the Consignee. Post orders shall be in sufficient detail to permit guard personnel to effectively carry out their duties.

The Offeror shall ensure that security personnel comply fully with post orders, and with written and oral instructions from the authorized Consignee representative.

M0018D (31/03/95) **Post Orders**

Effective 10/12/00, this clause is superseded by M0018D.

M - STANDING OFFERS

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in full text in Request for a Standing Offer documents.

M0019T (25/05/01) Rates for Standing Offers

The Offeror is required to provide the firm rates that will apply for the entire period provided for in the Standing Offer.

M0019T (15/12/95) Rates for Subsequent Periods

Effective 25/05/01, this clause is superseded by M0019T.

M0020C (01/12/92) Classification, Vendors

This clause is cancelled effective 31/03/95.

M0021D (01/12/92) Boundaries of National Capital Region

This clause is cancelled effective 31/03/95.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in all resultant contracts awarded on behalf of the Department of National Defence.

M0022D (01/05/96) Defence Contract

Any contract resulting from this Standing Offer is a Defence Contract within the meaning of the *Defence Production Act*, R.S.C. 1985, c.D-1 and shall be read accordingly.

M - STANDING OFFERS

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. The contracting officer shall ensure that the applicable law selected by the offeror, or in absence of such selection, the law indicated in the Request for a Standing Offer, is inserted in the blank.

M0023C (30/10/96) Applicable Laws

This Standing Offer and any resultant Contract shall be interpreted and governed, and the relations between the Parties, determined by the laws in force in _____.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. The contracting officer shall indicate the Canadian province or territory the law of which Canada proposes to apply to the standing offer and resultant contract. Offerors will be instructed to propose any change to applicable provincial or territorial law, in their formal offer.

M0023T (30/10/96) Applicable Laws

1. The Standing Offer and any resultant Contract shall be interpreted and governed, and the relations between the Parties, determined by the laws in force in _____.
 2. Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the Canadian province or territory specified and inserting the Canadian province or territory of their choice. If no change is made, it acknowledges the applicable law specified is acceptable to the Offeror.
-

Remarks: Use the following in all standing offer documents where clause M0090T was used.

M0090C (15/09/97) Disclosure of Information

The Offeror agrees to the disclosure of its standing offer unit prices by Canada, and further agrees that it shall have no right to claim against Canada, the Minister, the Identified User, their employees, agents or servants, or any of them, in relation to such disclosure.

M - STANDING OFFERS

Remarks: Use the following clause in all requests for standing offers for goods and services.

M0090T (15/09/97) Disclosure of Information

In the event of a resultant standing offer, the Offeror agrees to the disclosure of its unit prices by Canada, and further agrees that it shall have no right of claim against Canada, the Minister, the Identified User, their employees, agents or servants, or any of them, in relation to such disclosure.

M1000T (01/06/91) Potential Utilization

This clause is cancelled effective 31/03/95.

M1001T (01/06/91) Resulting Contracts

This clause is cancelled effective 31/03/95.

M1002D (01/06/91) Identified User

This clause is cancelled effective 31/03/95.

M1003D (01/06/91) Identified User

This clause is cancelled effective 31/03/95.

M - STANDING OFFERS

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

M1100D **(31/03/95)** **Service Site Authority**

The Service Site Authority for the Standing Offer is _____, or their delegated representative.

M1100D **(01/06/91)** **Service Site Authority**

Effective 31/03/95, this clause is superseded by M1100D.

M1200D **(01/06/91)** **Returns and Refunds**

This clause is cancelled effective 31/03/95.

M1300D **(01/06/91)** **Request for a Standing Offer**

This clause is cancelled effective 31/03/95.

M1302D **(31/03/95)** **Standing Offers (Multiple)**

Effective 21/06/99, this clause is superseded by M1302T.

M - STANDING OFFERS

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause when it is anticipated that more than one Standing Offer will be issued as a result of the Request for a Standing Offer.

M1302T (21/06/99) Standing offers (Multiple)

It is anticipated that _____ Standing Offers with a total dollar value of \$_____ may result from this Request for a Standing Offer.

M1303D (31/01/92) Request For a Standing Offer

This clause is cancelled effective 31/03/95.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

M1500D (31/03/95) Offeror's Personnel

The names, titles and telephone numbers of the Offeror's permanent staff members cleared to receive call-ups from Identified Users:

Name: _____

Title: _____

Telephone No.: _____

M1500D (01/06/91) Proposer's Personnel

Effective 31/03/95, this clause is superseded by M1500D.

M - STANDING OFFERS

M1501D (03/02/97) Personnel Provided - Qualification

It is understood and agreed that personnel will not be assigned in response to call-ups unless they have been skill-tested by the Offeror. All temporary personnel supplied shall meet the applicable minimum selection standards in the latest issue of the Department of Public Works and Government Services "Catalogue of Temporary Employee Classification Descriptions," which standards are incorporated into this document as if set out in full herein and a copy of which the Offeror acknowledges to have received and read.

M1501D (15/12/95) Personnel Provided - Qualification

Effective 03/02/97, this clause is superseded by M1501D.

M1502D (01/06/91) Personnel, Assignment of

Effective 15/12/95, this clause is superseded by M1501D.

M1600D (01/06/91) Employee Deductions

This clause is cancelled effective 31/03/95.

M1700D (01/06/91) Supplier Profile, Changes to

This clause is cancelled effective 31/03/95.

M - STANDING OFFERS

M1701D (01/06/91) Documents to be Provided

This clause is cancelled effective 31/03/95.

M1800D (01/06/91) Invoicing

This clause is cancelled effective 31/03/95.

M1801D (01/06/91) Invoices

This clause is cancelled effective 31/03/95.

M1802D (01/06/91) Invoicing

This clause is cancelled effective 31/03/95.

M1804D (31/01/92) Invoicing

This clause is cancelled effective 31/03/95.

M - STANDING OFFERS

M1900D (01/06/91) Call-Up Procedures

This clause is cancelled effective 31/03/95.

M1901D (01/06/91) Call-up Procedures

This clause is cancelled effective 31/03/95.

M1902D (01/06/91) Call-up Procedures

This clause is cancelled effective 31/03/95.

M1903D (31/01/92) Call-ups

This clause is cancelled effective 31/03/95.

Remarks: The purpose of form DSS-MAS 944, Call-Up Against Multiple Standing Offers (a french version entitled "Commande subséquente à plusieurs offres à commandes, PWGSC-TPSGC 945", is also available) is to allow an identified user to issue a single call-up against various standing offers (not to exceed \$40,000) to a single supplier who is the authorized agent of different offerors, when those offerors each hold a valid standing offer with Canada for identified goods.

The following clause should be included in all Requests for a Standing Offer where form DSS-MAS 944 is to be used as a call-up document in addition to the current PWGSC-TPSGC 942, Call-Up Against a Standing Offer. Should an offeror not agree that its agent may represent the holder of a standing offer other than itself and that its prices may appear on a multiple call-up form, then the clause should not be included in any subsequent Standing Offer and Call-up Authority for that offer.

Only one invoice will be issued per call-up. Call-ups issued using form DSS-MAS 944 are not, under any circumstances, to be issued in order to prevent competition.

M - STANDING OFFERS

M1904D (15/06/98) Standing Offers (Multiple)

1. The Offeror agrees and accepts that its agent(s) listed on this Standing Offer may represent the holder of a Standing Offer other than itself. The Offeror further agrees and accepts that its prices, along with those prices offered by those other offerors, will appear on the multiple call-up form, thereby making the prices specified public information.
2. The Offeror agrees to the disclosure of its prices and further agrees that it shall have no right to claim against Canada, the Minister, the Identified User, their employees, agents or servants, or any of them, in relation to such disclosure. The Offeror shall also indemnify Canada, the Minister, the Identified User, their employees, agent or servants, and any of them, against any action, suit, demand, right or claim asserted by anyone as a result of such disclosure.
3. The Offeror is responsible for delivery in the event of default by the agent for those products only that are normally offered by the Offeror.
4. The Identified User agrees that if the agent defaults on one or more items, the call-up using DSS-MAS 944, Call-Up Against Multiple Standing Offers, cannot be terminated in whole, but only for those portions relating to goods or services specified in the particular Standing Offer to which the default relates and only after the Offeror has been provided with a reasonable opportunity to remedy the default.

M1904D (31/03/95) Standing Offers (Multiple)

Effective 15/06/98, this clause is superseded by M1904D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

M1910T (13/12/02) Electronic Purchasing

1. The Standing Offer that will be authorized pursuant to this solicitation can be listed on e-purchasing, which is a web-based desk top purchasing system provided to Federal Government Departments.
2. While not obligated to agree to have their products/prices listed on e-purchasing, Offerors are strongly encouraged to do so as this is the direction that the Federal Government may be taking in the future. Further, it will increase the visibility of the successful Offeror's catalogued products.
3. The Offeror's decision to agree or decline to list its products on e-purchasing will not affect the evaluation of its proposal or the authorization of a Standing Offer pursuant to this solicitation.
4. If the Offeror is interested in having its Standing Offer on e-purchasing, it can obtain a copy of the setup requirements by faxing a request to the Public Works and Government Services Canada

M - STANDING OFFERS

(PWGSC) Contracting Authority indicated on the front page of this solicitation, at fax number _____. The Offeror should also:

- (a) indicate, below, its interest in listing its catalogue (products/prices) on e-purchasing:

Interested: YES___ NO___

- (b) identify its capability to load the standing offer products on a file layout in either Excel or Lotus 123 in bilingual format (a sample layout will be provided by PWGSC upon request);

- (c) indicate in which software the catalogue (products/prices) can be loaded:

Excel: YES___ NO___ and/or

Lotus 123: YES___ NO___; and

- (d) indicate if green products are easily identifiable:

Green products are highlighted: YES___ NO___

Green products can be highlighted: YES___ NO___

5. Contact Name: _____
Phone Number: () _____

M2000D (15/12/95) Temporary Help Services

The Offeror shall provide Canada with Temporary Help Services in accordance with Canadian General Standards Board standard CAN/CGSB-168.1 and the provisions of the Standing Offer. Services requested and requisitioned by individual departments and agencies shall include:

Professional Category

101.LS Librarians

Administrative Category

201.IS Information Services Personnel
202.AS Administrative Services
203.PM Program Administration Personnel

Technical Category

301.DD Drafting and Illustrating Personnel
302.EG-ESS Engineering and Scientific Personnel
303.SI Library Technicians
304.EL Electronics

M - STANDING OFFERS

Operational Category

501.GL-ELE General Labourers and Trades Helper
502.GS-STG Stores Services Personnel

M2000D (01/06/91) Temporary Help Services

Effective 15/12/95, this clause is superseded by M2000D.

M2001D (15/12/95) Estimated Utilization - Standing Offer

Effective 13/12/99, this clause is superseded by M2001T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

M2001T (13/12/99) Estimated Utilization - Standing Offer

It is currently estimated that the total amount that could be called up by Canada against the proposed standing offers would be \$_____.

M2002D (01/06/91) Estimated Utilization - Standing Offer

This clause is cancelled effective 31/03/95.

M - STANDING OFFERS

M2003D (01/06/91) **Fire Extinguisher Service**

This clause is cancelled effective 31/03/95.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

M2004D (01/06/91) **Petroleum Products, Supply of**

Item(s) quoted herein are in accordance with the posted price(s) effective _____. Name and address of supplying agent: _____

M2005D (01/06/91) **Scope**

This clause is cancelled effective 31/03/95.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

M2006D (31/03/95) **Identified Users**

The Identified Users authorized by the Minister to make call-ups against the Standing Offer are: _____

M2006D (01/06/91) **Identified Users**

Effective 31/03/95, this clause is superseded by M2006D.

M - STANDING OFFERS

M2007D **(01/06/91)** **Standing Offer**

This clause is cancelled effective 31/03/95.

M2008D **(01/06/91)** **Requirement/Statement of Work**

This clause is cancelled effective 31/03/95.

M2009D **(01/06/91)** **Dry Cleaning/Fire Proofing of Drapes**

Effective 31/03/95, this clause is superseded by C0418D.

M2010D **(01/06/91)** **Laundrying**

Effective 15/12/95, this clause is superseded by B6812D.

M2011D **(01/06/91)** **Garments - Rental and Laundry**

Effective 15/12/95, this clause is superseded by B6813D.

M - STANDING OFFERS

M2012D (01/06/91) Safety Glasses

This clause is cancelled effective 31/03/95.

M2013D (01/08/92) Aircrew Requirements

Effective 31/03/95, this clause is superseded by B4030D.

M2014D (01/08/92) Safety Briefing

Effective 31/03/95, this clause is superseded by B4032D.

M2015D (01/08/92) Aircrew Requirements

Effective 31/03/95, this clause is superseded by B4031D.

M2016D (01/12/92) Priority of Documents

Effective 31/03/95, this clause is superseded by K0012C.

M - STANDING OFFERS

M2017C (01/12/92) Work Location

Effective 31/03/95, this clause is superseded by F2046C.

M2018D (01/12/92) Insurance Requirements

Effective 31/03/95, this clause is superseded by G4001D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all standing offer documents. At the bid solicitation stage, the sanctions are provided to bidders for information purposes only.

M2100D (24/05/02) International Sanctions

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.

Details on existing sanctions can be found at: <http://www.dfait-maeci.gc.ca/trade/sanctions-e.asp>

2. It is a condition of this Standing Offer and of any ensuing call-ups, if any, that the Offeror not supply to the Government of Canada any goods or services which are subject to economic sanctions.
 3. By law, the Offeror must comply with changes to the regulations imposed during the life of the Standing Offer. During the performance of any call-up under the Standing Offer, should the imposition of sanctions against a country or person or the addition of a good or service to the list of sanctioned goods and services prevent the Offeror from performing all or part of its obligations pursuant to a call-up made against this Standing Offer, the Offeror shall treat the situation as a force majeure. The Offeror shall forthwith inform Canada of the situation; the procedures applicable to force majeure shall then apply.
-

M - STANDING OFFERS

M2100D **(10/12/01)** **International Sanctions**

Effective 24/05/02, this clause is superseded by M2100D.

M2400D **(01/08/92)** **Revision - General**

This clause is cancelled effective 31/03/95.

M2405D **(01/08/92)** **Revision - New Offer**

This clause is cancelled effective 31/03/95.

M2410C **(01/08/92)** **Revision - Financial Limitation**

This clause is cancelled effective 31/03/95.

M2415C **(01/08/92)** **Revision - Period of Standing Offer**

This clause is cancelled effective 31/03/95.

M - STANDING OFFERS

M2420C **(01/08/92)** **Revision - Limitation of Expenditure**

This clause is cancelled effective 31/03/95.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in a "Revision to a Standing Offer and Call-up Authority" when the authority to make call-ups is being withdrawn. This clause is NOT to be used in cases where default is the reason to withdraw the authority. Use in conjunction with an Identified Users clause.

M2430C **(31/03/95)** **Withdrawal of Authority**

Identified Users are hereby notified that their authority to make call-ups against Standing Offer No. _____ is withdrawn effective _____. Call-ups made prior to this date remain in force.

M2430C **(01/08/92)** **Withdrawal of Authority**

Effective 31/03/95, this clause is superseded by M2430C.

M2435D **(01/08/92)** **Default**

This clause is cancelled effective 31/03/95.

M2500D **(01/06/91)** **Call-Up Period - Minimum**

The minimum period of time for which services will be provided will be four (4) consecutive hours.

The first day of the working week is Monday.

M - STANDING OFFERS

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

M2501D (15/12/95) Call-Ups, Period for Placing

The period for placing call-ups against the Standing Offer shall be from _____ to _____.

M2501D (31/03/95) Call-Ups, Period for Placing

Effective 15/12/95, this clause is superseded by M2501D.

M2502D (31/01/92) Period of Standing Offer

This clause is cancelled effective 31/03/95.

M2600D (01/06/91) Option

This clause is cancelled effective 31/03/95.

Remarks: Use this clause when price lists form part of the basis of payment.

M3000D (31/03/95) Price Lists

Following issuance of a Standing Offer, it is the Offeror's responsibility to supply and update price lists and/or catalogues as Canada may require. The Offeror shall provide one (1) copy of its catalogue and price list and updates thereto to each Identified User requesting a copy. The Offeror shall further send one (1) copy to the Contracting Authority at the address stated in this document.

M - STANDING OFFERS

M3000D (01/06/91) Price Lists

Effective 31/03/95, this clause is superseded by M3000D.

M3001D (01/06/91) Catalogue and Price List

Effective 31/03/95, this clause is superseded by M3000D.

M3002T (01/06/91) Canadian Funds

This clause is cancelled effective 31/03/95.

M3003D (01/06/91) Pricing

This clause is cancelled effective 31/03/95.

M3004D (01/06/91) Sheet Materials

This clause is cancelled effective 31/03/95.

M - STANDING OFFERS

M3005D (01/06/91) Prices

This clause is cancelled effective 31/03/95.

M3006D (01/06/91) Basis of Pricing

This clause is cancelled effective 31/03/95.

M3007D (01/06/91) Basis of Pricing

This clause is cancelled effective 31/03/95.

M3008T (01/12/92) Goods and Services Tax

Effective 31/03/95, this clause is superseded by C2204T.

M3009D (01/12/92) Goods and Services Tax

This clause is cancelled effective 31/03/95.

M - STANDING OFFERS

M3010T (01/12/92) Price Change, Notification of

This clause is cancelled effective 31/03/95.

M3011D (01/12/92) Estimated Hours of Service

This clause is cancelled effective 31/03/95.

M3012D (01/12/92) Goods and Services Tax

This clause is cancelled effective 31/03/95.

M3013D (01/12/92) Limitation of Expenditure

Effective 31/03/95, this clause is superseded by M4506D.

M3014D (01/12/92) Taxes - Tobacco

This clause is cancelled effective 31/03/95.

M - STANDING OFFERS

M3500D (01/06/91) **Petroleum Products, Supply of**

This clause is cancelled effective 31/03/95.

M3501D (01/06/91) **Basis of Payment**

This clause is cancelled effective 31/03/95.

M3502D (01/06/91) **Basis of Payment**

This clause is cancelled effective 31/03/95.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause when it is anticipated that users will make payments for call-ups against the standing offer with a Government of Canada Acquisition Card (credit card) at the point of sale, and clause M3503T was used in the Request for Standing Offers, and the bidder has indicated in clause M3503T that payment for call-ups by credit card at point of sale is acceptable. (*Refer to Supply Manual, procedure 5.184.*)

M3503C (13/12/02) **Payment by Credit Card**

Payments at point of sale for call-ups against the standing offer made by credit card will not be subject to the Payment and Interest on Overdue Accounts provisions set out in General Conditions DSS-MAS _____ of the Standing Offer.

The following credit card(s) are accepted (as specified by the Bidder):

VISA _____
MasterCard _____

M - STANDING OFFERS

M3503C (30/10/96) Payment by Credit Card

Effective 13/12/02, this clause is superseded by M3503C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause when it is anticipated that users will make payments for call-ups against the standing offer by Government of Canada Acquisition Card (credit card) at the point of sale.

Use clause M3503C in the standing offer where the bidder indicates that payment by credit card at point of sale is acceptable. (*Refer to Supply Manual, procedure 5.184.*)

M3503T (13/12/02) Payment by Credit Card

1. Government of Canada Acquisition Cards (credit cards) may be offered for payment of call-ups at point of sale. Payments at point of sale for call-ups against the standing offer made by credit card will not be subject to the Payment and Interest on Overdue Accounts provisions set out in General Conditions DSS-MAS _____ of the Standing Offer.
2. The Contractor is not obligated to accept payment by credit card.
3. Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.
4. The Bidder is requested to indicate:
 - (a) () Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____
MasterCard _____

OR

- (b) () Government of Canada Acquisition Cards (credit cards) will NOT be accepted for payment of call-ups against the standing offer.

M3503T (30/10/96) Payment by Credit Card

Effective 13/12/02, this clause is superseded by M3503T.

M - STANDING OFFERS

M3700D (01/06/91) Escalation

This clause is cancelled effective 31/03/95.

M3701D (01/06/91) Escalation

This clause is cancelled effective 31/03/95.

Remarks: Use the following clause when an estimate of the cost of performing specific work is required prior to issuing call-ups. Call-ups should contain the statement of work and the estimate provided by the offeror.

M3800D (31/03/95) Estimates, Provision of

Where an estimate of the cost of performing specific work is required, the Identified User shall provide the Offeror with a statement of the work required and the Offeror shall provide the Identified User with an estimate of the cost of performing the specified work in accordance with the pricing provision of the Standing Offer. The Offeror shall not undertake any of the specified work unless and until a call-up is issued by the Identified User. The estimated cost stated in the call-up shall not be exceeded without the specific written authorization of the Identified User.

M3800D (01/06/91) Authorization of Work

Effective 31/03/95, this clause is superseded by M3800D.

M - STANDING OFFERS

M3801D (01/06/91) Authorization of Work

Effective 31/03/95, this clause is superseded by M3800D.

M3802D (01/06/91) Work Authorization

Effective 31/03/95, this clause is superseded by M3800D.

M3805C (01/06/91) Requisitioning Authority

Effective 15/09/97, this clause is superseded by M2006D.

M4000T (15/06/98) Rates

If a Regional Master Standing Offer is issued, we agree to the release by Canada of our hourly rates to all the suppliers being issued a Standing Offer against this requirement. These rates will be included in the Department of Public Works and Government Services brochure.

M4000T (01/06/91) Rates

Effective 15/06/98, this clause is superseded by M4000T.

M - STANDING OFFERS

M4500D (01/06/91) Financial Limitation

This clause is cancelled effective 31/03/95.

M4501D (01/06/91) Limitation of Expenditure

Effective 31/03/95, this clause is superseded by M4506D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

M4502D (12/05/00) Limitation

Individual call-ups against this Standing Offer must not exceed \$_____ (excluding GST/HST).

M4502D (15/06/98) Limitation

Effective 12/05/00, this clause is superseded by M4502D.

M4503D (01/06/91) Call-Up Limitation

This clause is cancelled effective 31/03/95.

M - STANDING OFFERS

M4504D (01/06/91) Call-Up Limitation

This clause is cancelled effective 31/03/95.

M4505D (01/06/91) Limitation of Expenditure

Effective 31/03/95, this clause is superseded by M4506D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

M4506D (31/03/95) Financial Limitation

The total cost to Canada resulting from call-ups against this Standing Offer shall not exceed the sum of _____ unless otherwise authorized in writing by the Contracting Authority. The Offeror shall not be obligated to perform any work or services or supply any articles in response to call-ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized. The Offeror shall notify the Contracting Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or _____ months prior to the expiry date of the Standing Offer, whichever comes first. However, if at any time the Offeror considers that the said sum may be exceeded, the Offeror shall promptly notify the Contracting Authority.

M4506D (01/08/92) Financial Limitation

Effective 31/03/95, this clause is superseded by M4506D.

M4508D (31/01/92) Financial Limitation

Effective 31/03/95, this clause is superseded by M4506D.

M - STANDING OFFERS

M4509D (31/01/92) Call-up Limitation

This clause is cancelled effective 31/03/95.

M4600D (01/06/91) Hourly Rates Adjustment

This clause is cancelled effective 31/03/95.

M4601D (15/12/95) Rates

The Offeror is to submit all-inclusive hourly rates for the actual time to be worked during the total period of the Standing Offer subject only to the adjustment provisions specified herein.

M4601D (01/06/91) Rates

Effective 15/12/95, this clause is superseded by M4601D.

M4602D (01/06/91) Rates

This clause is cancelled effective 31/03/95.

M - STANDING OFFERS

M4603D **(01/06/91)** **Rate Assessment**

This clause is cancelled effective 31/03/95.

M4604D **(01/06/91)** **Rates**

This clause is cancelled effective 31/03/95.

M4605D **(15/06/98)** **Rates**

1. Definition

- (a) **"minimum wage"** - means the current minimum wage which shall be paid to the temporary employee as established under legislation enacted by the federal or provincial government.
- (b) **"overtime"** - means time worked in excess of forty-four (44) hours per week.
- (c) **"compulsory employee benefits"** - means all benefits stipulated under federal and provincial labour legislation such as Worker's Compensation, and if applicable, employment insurance, Canada Pension Plan, etc.

2. Mandatory Price Inclusions

The all-inclusive hourly rates provided by the Offeror shall include allowances for the following:

- (a) minimum wage - the temporary employee shall be paid not less than the higher of the federal or provincial minimum wage.
- (b) employee benefits - the cost of all mandatory employee benefits as defined herein and any other benefits mutually agreed to by the offeror and the temporary employee.
- (c) interviews - the cost associated with candidate interviews with potential federal government employers.
- (d) utilization reporting - the cost of preparing and delivering the required monthly reports.

3. Calculation of Overtime Rates

The increase in billing rate for authorized overtime work SHALL NOT INCLUDE any element of overhead and profit, and shall be confined solely to the increase in wages and employer contributions.

M - STANDING OFFERS

The Offeror agrees that all overtime worked shall require the prior approval of the Service Site Authority.

4. Employee Deductions

The Offeror is responsible for making all temporary employee pay deductions required by federal or provincial government legislation and/or regulations.

5. Bilingual Rates

Bilingual rates are provided to the extent that the Offeror has bilingual permanent personnel involved in the selection of the candidates to be provided against the call-ups.

6. Hourly Rates Adjustment

- (a) The hourly rates contained herein may be subject to review and adjustment, if agreed upon by Canada, in the following cases:
 - (1) if a legislative change in the federal or provincial minimum wage takes effect. Any adjustment will be equal to the amount by which the new minimum wage exceeds an employee's hourly wage plus the related increase in employer contributions, expressed in cents per hour;
 - (2) if a federal or provincial legislative change affecting employer contributions takes effect. Any adjustment will be equal to the increase in employer contributions, expressed in cents per hour.
- (b) The Offeror will be required to submit a written request to the Contracting Authority for the authorization for any adjustment as specified herein. Such request will include the following, if applicable:
 - (1) certification of existing wages paid to employees who will be affected by the said legislative changes, and
 - (2) the amount of the increase in employer contributions.
- (c) The hourly rates quoted herein may be subject to a decrease in the event of a federal or provincial legislated decrease in employer contributions. Any adjustment will be equal to the decrease in employer contributions expressed in cents per hour. Such decreases will be reflected in the hourly rates set out in this Standing Offer.

Any adjustments pursuant to this article shall be effective upon issuance of a written revision to this Standing Offer.

7. Transportation

Transportation costs between the temporary help employee's residence and the work site and/or the Offeror's premises are the Offeror's responsibility and are not included in the Offeror's rates.

8. Verification of Time Charged

Time charged will be verified by the Service Site Authority before payment is made to the Offeror under the terms and conditions of this Standing Offer.

M - STANDING OFFERS

M4605D (15/12/95) Rates

Effective 15/06/98, this clause is superseded by M4605D.

M4607D (01/08/92) Overtime Rates

This clause is cancelled effective 31/03/95.

M4607D (31/01/92) Overtime Rates

Effective 01/08/92, this clause is superseded by M4607D.

M4700D (01/06/91) Non-Canadian Content

This clause is cancelled effective 01/08/92.

M4701D (01/06/91) Canadian Content

This clause is cancelled effective 01/08/92.

M - STANDING OFFERS

M5000D (01/12/92) Inspection

This clause is cancelled effective 31/03/95.

M5001D (21/06/99) Inspection - Charter

All services provided shall be subject to the approval of and acceptance by the Charterer or his authorized representative who will have the right to inspect the aircraft, and operational documentation including flight plan or flight notification, loading records, logs and aircrew logbooks, in order to ensure compliance with the terms and conditions stated in this Standing Offer and any call-up made against it.

M5001D (01/12/92) Inspection

Effective 21/06/99, this clause is superseded by M5001D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

M5002D (01/05/96) Delivery Call-ups

Delivery shall be made within _____ calendar days from receipt of a call-up document.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in standing offers where the performance of the work will involve haulage.

M5205C (13/12/02) Haulage Rates

1. The Offeror's agreement is that, for work of a haulage nature under this Standing Offer, it will pay its subcontractors the haulage rates, minimum or maximum, as and where established by the provincial or territorial authority having jurisdiction in the geographical area where the work, the majority of the work or the largest component of the work is located. The Offeror is also subject to verification by the provincial or territorial audit authority.

M - STANDING OFFERS

2. If the said audit demonstrates that the certification is in error, it is agreed that the Offeror may be subject to sanctions.
-

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in standing offers where the performance of the work will involve either haulage or a federal Fair Wage Schedule forms part of the contract or both.

M5205T (13/12/02) Haulage Rates and/or Fair Wage Schedule

1. Offerors must comply with the federal government Haulage Rates Policy and Fair Wages and Hours of Labour Regulations where any resultant standing offer will have truck haulage as a component of the work to be provided or involve a federal Fair Wage Schedule.
 2. The Offeror certifies that it will comply with the Haulage Rates Policy and Fair Wage Schedule which require payment either directly to Contractors, or through prime contractors to their subcontractors and their employees working on federal contracts, of either
 - (a) the haulage rates, minimum or maximum, as and where established by the provincial or territorial government in the geographical region in which the work, the majority of the work or the largest component of the work is located, or
 - (b) the Fair Wage Schedule as and where adopted or established by the federal government for the area in which the work, the majority of the work or the largest component of the work is located, or
 - (c) both.
-

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in standing offers where the performance of the work will involve a fair wage schedule.

M5210C (13/12/02) Fair Wage

1. By submission of its tender, the Offeror's agreement is that, for work where a federal Fair Wage Schedule forms part of the Standing Offer, it will pay its employees in accordance with the Fair Wages Schedule as and where established by the federal government in the geographical area where the work, the majority of the work or the largest component of the work is located. The Offeror is also subject to verification by federal government audit.
 2. If the said audit demonstrates that the certification is in error, it is agreed that the Offeror may be subject to sanctions as determined by the federal government.
-

M - STANDING OFFERS

M6000D (01/06/91) Attention

This clause is cancelled effective 31/03/95.

M6001D (01/06/91) Delivery

This clause is cancelled effective 31/03/95.

M6002D (01/06/91) Delivery

This clause is cancelled effective 31/03/95.

M6003D (01/06/91) Delivery Point

This clause is cancelled effective 31/03/95.

M6004D (31/01/92) Delivery

This clause is cancelled effective 31/03/95.

M - STANDING OFFERS

M6200D (01/06/91) Packing Slips

This clause is cancelled effective 31/03/95.

M6300D (01/06/91) Inspection and Acceptance

This clause is cancelled effective 31/03/95.

M6400D (01/06/91) Shipment and FOB

Effective 01/05/96, this clause is superseded by D4000C.

M6500D (01/06/91) Authorization for Delivery

This clause is cancelled effective 31/03/95.

M7000D (01/06/91) Utilization Reports

This clause is cancelled effective 31/03/95.

M - STANDING OFFERS

M7001D (01/06/91) Reporting

This clause is cancelled effective 31/03/95.

M7002D (01/06/91) Reporting

Effective 15/12/95, this clause is superseded by M4506D, M7003D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

M7003D (31/03/95) Periodic Reports

The Offeror shall provide to the Contracting Authority _____ reports on usage of the Standing Offer, showing the number and total value of call-ups by each consignee. Reports shall be submitted in the format shown on the attached "reporting form" and forwarded to the Contracting Authority no later than fifteen (15) days after the designated reporting period.

The Offeror understands that failure to comply may result in the setting aside of the Standing offer.

M7003D (01/06/91) Periodic Reports

Effective 31/03/95, this clause is superseded by M7003D.

M7004D (01/06/91) Reporting

Effective 31/03/95, this clause is superseded by M4506D.

M - STANDING OFFERS

M7005C (31/01/92) Reporting Forms

This clause is cancelled effective 31/03/95.

M7005T (31/01/92) Reporting Forms

This clause is cancelled effective 31/03/95.

M8000D (01/06/91) Terms and Conditions

Effective 31/03/95, this clause is superseded by M8003D.

M8001D (01/06/91) Part III - Terms and Conditions

This clause is cancelled effective 31/03/95.

M8002D (01/06/91) Part III- Terms and Conditions

This clause is cancelled effective 31/03/95.

M - STANDING OFFERS

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause when issuing a call-up against a Departmental Individual Standing Offer.

M8003D (31/03/95) DISO - Call-up

All terms and conditions contained in Departmental Individual Standing Offer _____ apply to this transaction.

M8003D (01/06/91) DISO

Effective 31/03/95, this clause is superseded by M8003D.

M8004D (01/06/91) Terms and Conditions

Effective 31/03/95, this clause is superseded by K0000D.

M8006D (01/06/91) General Conditions/Standing Offer

Effective 31/03/95, this clause is superseded by K0000D.

M8007D (01/06/91) General Conditions

This clause is cancelled effective 31/03/95.

M - STANDING OFFERS

M8008D (04/01/94) General Conditions

Effective 31/03/95, this clause is superseded by K0000D.

M8009D (01/06/91) General Conditions

Effective 31/03/95, this clause is superseded by K0000D.

M8010D (31/01/92) General Conditions

This clause is cancelled effective 01/08/92.

M8011D (01/12/92) Air Charter Conditions

This clause is cancelled effective 31/03/95.

M8012D (04/01/94) Contractual Obligation

This clause is cancelled effective 31/03/95.

M - STANDING OFFERS

M8012D (01/12/92) **Contractual Obligation**

Effective 04/01/94, this clause is superseded by M8012D.

M9000D (01/06/91) **Call-Up Against/Offer, Authority to**

This clause is cancelled effective 31/03/95.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

M9001D (23/11/98) **Notification of Revision**

You are hereby notified of a change in the conditions respecting the use of the Standing Offer, Department of Public Works and Government Services (DPWGS) reference No. _____ received from _____ as follows:

- ☐ The original offer has been withdrawn in total and is replaced by the attached new offer, which will remain in effect up to and including _____.
- ☐ The original offer has been revised, as detailed herein. All call-ups made after _____ shall be made pursuant to these revisions.
- ☐ The financial limitation pertaining to individual call-ups placed pursuant to this Standing Offer, has been increased/decreased from \$_____ to \$_____. You are hereby authorized to make call-ups to this new maximum value, effective _____, up to and including _____.
- ☐ The period for placing call-ups against this Standing Offer has been revised to cover the period from _____, up to and including _____.
- ☐ Due to an unexpected increase in usage of this Standing Offer, DPWGS has authorized continued usage of the offer, up to the new total estimated expenditure level of \$_____.

NOTE: This level represents the best estimate of the value of all call-ups expected to be placed by all customers utilizing this standing offer, over the total standing offer period from _____, up to and including _____. Inquiries concerning the above, are to be directed to the contracting officer whose name appears below.

Name: _____

Telephone No.: _____

M - STANDING OFFERS

M9001D (30/06/95) Notification of Revision

Effective 23/11/98, this clause is superseded by M9001D.

M9002D (01/06/91) Withdrawal of Authority

Effective 31/03/95, this clause is superseded by M2430C.

M9003D (01/06/91) Standing Offer

This clause is cancelled effective 31/03/95.

M9004D (01/06/91) General Provisions

This clause is cancelled effective 31/03/95.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in conjunction with M9014D if it is foreseen that Canada may require an extension to the period of the Standing Offer.

M9005D (15/09/97) Standing Offer, Period of

The period for placing call-ups and rendering services against the standing offer shall be from the _____ to _____ inclusive.

M - STANDING OFFERS

M9005D **(30/06/95)** **Standing Offer, Period of**

Effective 15/09/97, this clause is superseded by M9005D.

M9006D **(01/08/92)** **Supplier Representative**

This clause is cancelled effective 31/03/95.

M9006D **(01/06/91)** **Supplier Representative**

Effective 01/08/92, this clause is superseded by M9006D.

M9007D **(01/06/91)** **Person to be Contacted**

Effective 31/03/95, this clause is superseded by D0030D.

M9008D **(01/06/91)** **Withdrawal, Notification of**

This clause is cancelled effective 31/03/95.

M - STANDING OFFERS

M9009D (01/06/91) WHMIS Regulations

Effective 15/12/95, this clause is superseded by B1505D.

M9010D (01/06/91) Availability of Materiel

This clause is cancelled effective 31/03/95.

M9011D (01/06/91) Payment

This clause is cancelled effective 31/03/95.

M9012D (01/06/91) Authorization

This clause is cancelled effective 31/03/95.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in conjunction with M9005D if it is foreseen that Canada may require an extension to the period of the Standing Offer.

M9014D (15/09/97) Standing Offer, Extension of

Should the Standing Offer be authorized for use beyond the initial period, the Offeror hereby offers to provide the goods/services herein for an additional _____ period from _____ to _____ under the same conditions and at the rates/prices specified herein or at the rates/prices calculated in accordance with the formula specified herein.

M - STANDING OFFERS

M9014D (31/03/95) Period of Standing Offer, Extension of

Effective 15/09/97, this clause is superseded by M9014D.

M9016D (31/01/92) Call-ups

This clause is cancelled effective 31/03/95.

M9019D (04/01/94) General Provisions

This clause is cancelled effective 31/03/95.

M9019D (31/01/92) General Provisions

Effective 04/01/94, this clause is superseded by M9019D.

M9020D (31/01/92) Period of Proposed Standing Offer

Effective 31/03/95, this clause is superseded by M9014D.

M - STANDING OFFERS

M9021D **(01/08/92)** **General Provisions**

This clause is cancelled effective 31/03/95.

M9021D **(31/01/92)** **General Provisions**

Effective 01/08/92, this clause is superseded by M9021D.

M9022D **(31/01/92)** **Air Charter Services**

This clause is cancelled effective 31/03/95.

M9023D **(01/08/92)** **General Provisions**

This clause is cancelled effective 31/03/95.

M9024C **(01/12/92)** **Standing Offer - Withdrawal**

Effective 31/03/95, this clause is superseded by J3005C.

M - STANDING OFFERS

M9025D (01/12/92) Interest on Overdue Accounts

This clause is cancelled effective 31/03/95.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

M9026D (10/12/01) Method of Payment

1. Payment by Canada for the Work shall be made in accordance with the Basis of Payment specified herein:
 - (a) within thirty (30) days following the date on which the Work has been performed; or
 - (b) within thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of the Standing Offer;whichever is later.
 2. If Canada has any objection to the form of the invoice or the substantiating documentation, within fifteen (15) days of its receipt Canada shall notify the Carrier of the nature of the objection. "Form of the invoice" means an invoice which contains or is accompanied by such substantiating documentation as Canada requires. Failure by Canada to act within fifteen (15) days will only result in the date specified in paragraph 1 of the clause to apply for the sole purpose of calculating interest on overdue accounts.
-

M9026D (30/06/95) Method of Payment

Effective 10/12/01, this clause is superseded by M9026D.

M9100D (01/08/92) Security Requirements

Effective 31/03/95, this clause is superseded by F2045D.

SECTION 5

N-X - TO BE ASSIGNED AT A LATER DATE

Section 5

P - PRINTING

P - PRINTING

P0005T (31/03/95) Note to Bidders - RFP

1. **Bidder:** The lowest Bidder is to be interpreted to mean the lowest responsive Bidder. A bid is responsive if it meets the specifications for the work and other specified conditions.
 2. **Qualifications:** The quoted price should reflect the requirement as specified; however, bid qualifications, exceptions or alterations may be submitted with a bid and will be considered as counter offers which may or may not be accepted.
-

P0010T (31/03/95) Note to Bidders - ITT

Bidders are hereby informed that this is only an invitation to submit a tender, and hence Canada is not obligated to enter into a contractual agreement as the result of Canada receiving offers from Bidders.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

P0015D (31/03/95) Plant Closing

The Contractor's plant closing for Christmas and summer holidays, where applicable, will be taken into account in the calculation of the delivery schedule during which time there will be no delivery.

PLANT CLOSING DATES

Christmas Holidays	FROM _____ TO _____
Summer Holidays	FROM _____ TO _____

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

P0020D (16/02/98) Samples

Send one copy of each item at no charge to:

Government of Canada,
Communications Co-ordination Services Branch
350 Albert Street, 4th Floor
Ottawa, Ontario
K1A 0S5

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ATTENTION: _____

P0020D (31/03/95) Samples

Effective 16/02/98, this clause is superseded by P0020D.

P0025T (31/03/95) Transportation Equalization Program

This call for bids is part of a Transportation Equalization Program by the Government of Canada.

P1001D (31/03/95) Quantity - Approximation

The quantity specified is only an approximation of requirements given in good faith. Canada shall not be bound to accept delivery of the commodity in the maximum quantity specified, but shall have the right to accept only delivery in such quantity as is actually required.

P1005D (31/03/95) Packaging and Packing of Printed Products

In accordance with the latest edition of the PWGSC booklet entitled "Guide for Packaging and Packing of Printed Products".

P1010D (31/03/95) Print Quality

In accordance with the latest edition of the PWGSC booklet entitled "Quality Levels for Printing".

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P1011D (31/03/95) Quality Levels for Colour

In accordance with the latest edition of the PWGSC booklet entitled "Quality Levels for Colour Reproduction".

P1012D (31/03/95) Quality Levels for Envelopes

In accordance with the latest edition of the PWGSC booklet entitled "Quality Levels for Envelopes".

P1013D (31/03/95) Quality Level for Forms

In accordance with the latest edition of the PWGSC booklet entitled "Quality Levels for Forms".

P1014D (31/03/95) Quality Levels for Typesetting

In accordance with the latest edition of the PWGSC booklet entitled "Quality Levels for Typesetting".

P1015D (31/03/95) Quality Levels for Labels

In accordance with the latest edition of the PWGSC booklet entitled "Quality Levels for Labels".

P1016D (31/03/95) Quality Levels for Binding

In accordance with the latest edition of the PWGSC booklet entitled "Quality Levels for Binding".

P - PRINTING

P1017D (31/03/95) Guide to Quality Printing

In accordance with the latest edition of the PWGSC booklet entitled "A Customer Guide to Quality Printing".

P1018D (31/03/95) Guide - Inspection of Printed Products

In accordance with the latest edition of the PWGSC booklet entitled "Guide to the Inspection of Printed Products".

P1020D (31/03/95) Breaks Between Forms

1. All forms supplied for this requirement will be continuous within each carton, with no breaks between forms.
 2. Any breaks that occurred in the manufacturing process are to be spliced with perforated tape or an equivalent method so as to render all forms within a carton useable. All splices must be flagged at the actual splice location and the outside of the carton must clearly indicate that the contents contain a splice. A maximum of only one (1) splice per carton will be accepted.
 3. On single part forms, a maximum of 10 percent of the total cartons used to fulfill this requirement are allowed to contain a splice.
 4. On two- and three-part forms, a maximum of 12 percent of the total cartons used to fulfill this requirement are allowed to contain a splice.
 5. On forms with four or more parts, a maximum of 20 percent of the total cartons used to fulfill this requirement are allowed to contain a splice.
-

P1025D (31/03/95) Overruns/Underruns

Overruns or underruns are to be shown as a separate item on the invoice.

Unless otherwise stated herein, overruns or underruns must not exceed the following:

- 10 percent overrun on quantities of less than 5,000
- 5 percent overrun for quantities between 5,001 and 100,000

P - PRINTING

- 2 percent overrun for quantities in excess of 100,001
 - underruns must not exceed 2 percent irrespective of ordered quantities.
-

P1026D (31/03/95) Overruns/Underruns

No overruns or underruns will be accepted.

P1027D (31/03/95) Overruns

Overruns are to be invoiced at the "Additional Same Run" price.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

P1028D (31/03/95) Overruns

Overruns in excess of _____ percent or as otherwise stated herein will not be accepted.

P1029D (31/03/95) Underruns

Invoice at the total contract quantity and credit the underrun quantity at the "Additional Same Run" price.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

P1030D (31/03/95) Overruns/Underruns

No underrun will be accepted and overruns are not to exceed _____ percent.

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P1031D (31/03/95) Overruns/Underruns

Underruns/overruns are to be distributed in accordance with the delivery schedule and should not exceed 10 percent of the total required in each specified region.

P1035D (31/03/95) Alterations by Author

Invoices for author's alterations are to be rendered on a separate invoice. Failure to return components may delay payment of invoices.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

P1036D (16/02/98) Alterations by Author

1. Author's alterations of a minor nature resulting from proof submission are permitted to a value of _____ only. Any alterations resulting in costs exceeding this amount must be submitted to the Department of Public Works and Government Services Contracting Authority for approval.
 2. No change to the specification may be made without prior approval of the Contracting Authority.
-

P1036D (31/03/95) Alterations by Author

Effective 16/02/98, this clause is superseded by P1036D.

P1040D (31/03/95) Specifications, Change to

No change to the specification may be made without prior approval of the Contracting Authority.

P - PRINTING

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

P2001D (31/03/95) Contract Term

1. The term of the Contract shall be for the period commencing from date of contract booking and ending on the last day of ____ 19____; with Canada having an option to negotiate ____ consecutive contract(s) de Novo for a one-year period, under the same general terms and conditions as the Contract, subject only to an increase or decrease in the cost of material and/or labour at such time.
 2. The Contracting Authority shall notify the Contractor of its intention to negotiate for a further one-year period (90) days prior to the expiry of the then current term, whereupon the Contractor shall forthwith supply the Contracting Authority with all necessary evidence for the purpose of establishing such labour and material costs. In the event that the price resulting from the negotiation is satisfactory to Canada, then a contract de Novo will be implemented immediately on the expiry of the then current term, but if unsatisfactory to Canada the said current Contract will be deemed to have been fully discharged and ended at the expiry of the then current term.
 - a) Cover Stock:

"The price includes ____ lbs. of paper (state grade, brand name and weight: ____) at a base price of \$____ per Cwt."
 - b) Text Stock:

"The price includes ____ lbs. of paper (state grade, brand name and weight: ____) at a base price of \$____ per Cwt."
-

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

P2002D (31/03/95) Contract Term

1. The term of the Contract shall be for the period commencing from date of contract booking and ending on the last day of ____ 19____.
2. The price to be paid to the Contractor may be increased or decreased by Canada to reflect increases or decreases in the cost to the Contractor of the paper (only) supplied in the performance of the Contract. The Contractor shall provide the Contracting Authority within ten (10) days from date of increase or decrease all necessary evidence for the purpose of establishing a firm price. The Contractor shall not invoice at other than the prices specified unless and until any proposed price revision is approved by Canada and until the Contract is amended accordingly.
 - a) Cover Stock:

This provision applies to ____ lbs. of paper (state grade, brand name and weight: ____) at a base price of \$____ per Cwt.
 - b) Text Stock:

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This provision applies to _____ lbs. of paper (state grade, brand name and weight: _____)
at a base price of \$ _____ per Cwt.

P2010D (31/03/95) Escalation for Paper

Effective 01/05/96, this clause is superseded by P2010T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

P2010T (01/05/96) Escalation for Paper

1. Subject to the following provisions, a portion of the price may be increased or decreased, depending on the price variation of paper stock. This clause is only applicable to changes to the price of paper stock (upwards or downwards) that occur after thirty (30) days from the closing date of the solicitation.
2. In the event of paper transaction cost variation, the Contractor shall provide notice of increase or decrease in the price of paper used for this requirement. It is mandatory that for the notice to be considered it must be received within ten (10) days of the paper delivered to the printer, indicating the price fluctuation (upwards or downwards) of paper stock, as publicly announced and came into effect, by at least three (3) Canadian paper mills who manufacture the grade specified in this requirement and one of those announcing the increase or decrease is in fact the supplier to the contractor either directly or through a distributor.
3. If less than three (3) Canadian paper mills manufacture the specified grade, the majority of the mills making this grade must have announced a price change (upwards or downwards) that did come into effect for escalation to be implemented.
4. At the time of submitting its bid, the Contractor represents that the transaction costs of paper and estimated quantities of the paper proposed, to be used for this requirement are as follows:
 - (a) cover stock: (if applicable) _____ lb. at a base transaction price per Cwt. of \$ _____.
Brandname and manufacturing mill: _____
 - (b) text stock: (if applicable) _____ lb. at a base transaction price per Cwt. of \$ _____.
Brandname and manufacturing mill: _____
 - (c) text stock: (if applicable) _____ lb. at a base transaction price per Cwt. of \$ _____.
Brandname and manufacturing mill: _____
5. If requested by the Contracting Authority, the above base transaction prices will be supported by submitting copies of quotations from the paper supplier(s).

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6. Escalation will be implemented by using the percentage of the announced increase or decrease that came into effect by applying it to the transaction base price(s). Price changes will also be supported by before and after invoices.
7. Upon receipt of the above notice and of the evidence of the price changes announced by the paper mills, the Contracting Authority will then modify the price, by an amendment thereto, to reflect the percentage fluctuation of the paper costs to the Contractor's supported based transaction prices.
8. While not activating the above escalation clause, if, after award, an equivalent paper stock is used by the Contractor other than that specified in the solicitation document, the Contractor must advise the Contracting Authority in writing within fourteen (14) calendar days of this change. It is understood that equivalent means that the paper must meet the specifications in the solicitation document.

P2011D **(31/03/95)** **Escalation for Mills**

Effective 01/05/96, this clause is superseded by C3502D.

P2012D **(31/03/95)** **Escalation for Distributors**

Effective 01/05/96, this clause is superseded by C3503D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

P2020D **(15/09/97)** **Warehousing**

If unforeseen circumstances arise and in the event that Canada requests some or all of the item(s) in this requirement to be warehoused by the Contractor after the shipping date specified and after the items are manufactured to completion, the price for storage per thousand units per day for each item will be as follows:

(Price per thousand) X (number of days) = Total Cost (Goods and Services Tax extra or Harmonized Sales Tax extra, as appropriate)

Price per day: \$ _____
Per thousand units: \$ _____.

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P2020D **(31/03/95)** **Warehousing**

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

P3001D **(31/03/95)** **Destination/Plant**

1. Prices are FOB Destination for the delivery points shown on page ____.
 2. FOB Plant prices are to be used in the event that it may be necessary to redirect deliveries to another destination.
-

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

P3005D **(31/03/95)** **Delivery**

Initial delivery to be made within ____ days from receipt of Request for Delivery form DSS-MAS 10047 in minimum lots and to the destinations specified on page _____. Subsequent deliveries shall be made at destination within ____ days from the date of receipt of the Request for Delivery.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

P3006D **(31/03/95)** **Delivery**

1. Initial delivery of ____ must be made at destination by ____ (including submission and approval of proofs where applicable).

 N.B. Normal approval time and delivery of proofs to the printer is forty-eight (48) hours.
 2. Balance: As and when required during the twelve (12) month period from date of Contract in lots/one lot of ____ to be delivered to destination within ____ working days from the date of the requisition.
-

P - PRINTING

P3007D (31/03/95) Delivery Authorization

Delivery must be authorized by using requisition form DSS-MAS 10047.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

P3008D (31/03/95) Delivery, Periodical

Within ____ working days after receipt of _____. To include proofing time, if required.

P3009D (31/03/95) Delivery, Phased

The Contractor must inform the Contracting Authority one (1) month before expiration of the Contract if the total quantity has not been called-up.

P3010D (31/03/95) Printing Material

Printing material is already in your possession.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

P3011D (31/03/95) Printing Material

Printing material shall be delivered to you by: _____.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

P3015D (31/03/95) Overshipment for National Defence

THIS CLAUSE TO BE STRICTLY OBSERVED!

P - PRINTING

Deliveries in excess of quantities contracted will be accepted under the following conditions only:

- a) excess quantities are not to exceed _____ of total quantities contracted. Such overshipment will not require formal contract amendment;
 - b) any quantities in excess of the pre-authorized percentage specified in a) above may be considered. However, such quantities must be approved by Canada by formal contract amendment prior to shipment;
 - c) excess quantities whether pre-authorized as specified in a) above or otherwise will ONLY be accepted as part of a final shipment and are to be shipped to consignee _____ only; and
 - d) any deviations from points a), b) or (c) above will not be accepted and any overshipment received as a result will be promptly returned to the Contractor at its cost.
-

P3020D (31/03/95) Packaging Specs - Insert Type Folders

Maximum quantities per boxed unit, according to type of insert, will be as follows:

2 folds (4 thicknesses): 1,000 per unit
1 fold (2 thicknesses): 2,000 per unit
single thickness (paper stock): 4,000 per unit
single thickness (card stock): 2,000 per unit

Label all cartons as to title, language, quantity and warehouse number.

Maximum size for skids or pallets:

30 in. wide
40 in. long
48 in. high

Shrinkwrap skids or pallets.

SIZE:

17 9/16 in. (44,6 cm) Long X
6 5/8 in. (16,8 cm) Wide X
3 3/16 in. (8,1 cm) Deep.

STYLE:

One place flat die cut plain open blank. Infold sides, hinged lid with full front. No side flaps on lid. Die cut open slots on bottom for sidewall locking tab. Friction lock tab. Friction lock tabs on front lid panel.

MATERIAL:

175 lb. test, B flute corrugated. After inserting materials, tape lid front panel to bottom of box.

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P3021D (31/03/95) Packaging

The following MUST be observed:

- a) ALL printed matter is to be shipped "finished," lying FLAT in boxes - NOT on their sides or ends.
 - b) ALL printed matter is to be packed in new cardboard boxes of uniform size.
 - c) ALL boxes are to contain the same number of publications UNBANDED AND NOT WRAPPED.
 - d) NO box is to weigh more than 35 pounds.
 - e) ALL boxes are to be completely filled - NO air space or filler material.
 - f) ALL boxes are to have a bursting strength of NOT LESS than 250 pounds per square inch.
-

P3022D (31/03/95) Packaging

Items shall be packed to permit the application of the lowest available less-than-carload/truckload freight classification, in new and uniform cartons not exceeding 35 lbs. in weight.

P3023D (31/03/95) Packaging

Goods must be strapped and packaged for ease of handling. Delivery must be made on standard wooden skids (40-50" wide x 48" deep). Skid load not to exceed 60" in height and no heavier than 2,500 lbs. Cartons are not to exceed 35 lbs.

P3024D (31/03/95) Packaging - Customs and Excise

Goods must be strapped and packaged for ease of handling. Delivery must be made on standard wooden pallets (42" wide x 48" deep). Pallet load is not to exceed 60" in height and no heavier than 2,500 lbs. Cartons are not to exceed 35 lbs.

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P3027D (31/03/95) Labelling

All boxes will be labelled, in large and bold lettering (minimum 20 points size) with:

- a) title and language;
 - b) catalogue number;
 - c) quantity per box.
-

P3030D (31/03/95) Serial Numbers

Boxes without serial numbers are not acceptable. Boxes must be numbered sequentially and content serial numbers indicated on outside of container.

P3031D (31/03/95) Serial Numbers

All serial numbered boxes must be packed on skids with the lowest number on top reading across from left to right so that the highest numbers will be at the bottom on the skids.

P3035D (31/03/95) Shipping

The following **MUST** be observed:

- a) ALL boxes must be shipped on wooden skids, each with a wooden top strapped to it.
- b) ALL skids are to be of uniform size and **WILL NOT** be more than 60 in. in length.
- c) ALL skids must have the same number of boxes.
- d) NO skid will weigh more than 2,000 pounds.
- e) ALL deliveries must be made on a truck which fits a standard six-foot loading dock. If such a truck is not available, the printer must provide two men to assist in unloading.

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P3039D (12/05/00) Redirect Shipments (RCT)

Canada Customs and Revenue Agency (Taxation) is authorized to redirect shipments from one destination to another during the period of the contract. FOB Plant price to be used in the event that it may be necessary to redirect deliveries to another destination. The new transportation cost (if reflecting an increase due to changed destination) shall be submitted to the Department of Public Works and Government Services Traffic Management Directorate. It is mandatory that the cost (either an increase or decrease) be approved by the Contracting Authority prior to shipment. Failure to obtain the prior approval shall imply that any cost increase will not be paid.

P3039D (16/02/98) Redirect Shipments (RCT)

Effective 12/05/00, this clause is superseded by P3039D.

P3050D (12/05/00) Default for Intermixing Documents

1. In the event the Contractor delivers non-conforming work, and this non-conformity is due to pages, covers, booklets, and/or documents of one regional, provincial, or inter-provincial requirement being mixed with pages, covers, booklets, and/or documents of another regional, provincial, or interprovincial requirement, or if this intermixing takes place within the book itself, then the Contracting Authority may, by notice under this clause, inform the Contractor of such mixing and place the Contractor in default under the terms of this clause.
 2. A Contractor who has been placed in default under the terms of this clause is precluded and ineligible, for a period of two (2) calendar years after the award date of the Contract under which the default took place, to be awarded more than one contract per portion of the printing requirements, of the Tax Program for Canada Customs and Revenue Agency, Taxation, whereby the possibility for intermixing could reoccur.
 3. During this two-year period, in the event the Contractor submits more than one low bid in any given portion of the above-described requirements, Canada reserves the right to accept only one of those bids, and the Contractor would be offered the choice to choose which one.
-

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P3050D (31/03/95) Default for Intermixing Documents

Effective 12/05/00, this clause is superseded by P3050D.

P3053D (31/03/95) Components

Components must be suitably packaged to ensure arrival at destination in an undamaged condition and clearly marked "DO NOT FOLD".

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

P3054D (16/02/98) Components

1. All components for this requirement will be delivered by courier to the Contractor and returned by courier to the client. The cost of the courier service will be borne by the Contractor.
 2. Please select one of the following:
 - (a) _____ Components will be picked up at the Mailroom, 350 Albert Street, 4th Floor;
 - (b) _____ Forward the components, COD, by a designated Department of Public Works and Government Services courier.
 3. The Contractor will also be responsible for the delivery of the components as specified in each contract. The cost for this service should be included in the prices that are quoted in the bid.
-

P3054D (31/03/95) Components

Effective 16/02/98, this clause is superseded by P3054D.

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P4001T (31/03/95) Access to Information

The Bidder understands that a listing of bidders' corporate names and individual prices is made available after the closing of each solicitation. The Bidder understands that such a listing, known as an Award Notice, is government information that has been and is normally available to the general public. The Bidder also understands that such Notice ensures better value on dollars spent in government contracts as it maintains a healthy competitiveness in our sector of the economy.

P5005D (31/03/95) Invoicing

In order to ensure prompt payment of invoices, the Contractor must either submit individual invoices for each destination showing quantity shipped, or submit a consolidated invoice showing quantity shipped to each destination.

P5006D (31/03/95) Invoicing

Failure to return components may hold up payment of invoices.

P5010C (31/03/95) Invoices

Invoices are to be made out to the consignee. Send original and two (2) copies to the consignee.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

P5015C (12/05/00) Invoicing Instructions

1. Two (2) separate invoices are to be submitted in triplicate as follows:

(a) Mail first invoice to:

Canadian Government Publishing
Communications Co-ordination Services Branch
350 Albert, 4th floor
Ottawa, Ontario

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K1A 0S5

Requisition No. and Financial Code _____;
Client Reference Number (CRN) _____;
For a firm lot amount of \$ _____.

(b) Mail second invoice to:

Department: _____
Division: _____
Address: _____
City/Prov.: _____
Postal Code: _____

Requisition No. and Financial Code _____;
Client Reference Number (CRN) _____;

2. Applies to all goods delivered to all Consignees (including the quantity for delivery to the Canadian Government Publishing, Communications Co-ordination Services Branch [CCSB]) itemized in accordance with the Contract pricing schedule herein. Show the reduction off the total invoice cost for the amount payable by CCSB under (a) above.
3. All invoices, shipping and packing slips must show the applicable requisition number and financial code as indicated above.

P5015C (16/02/98) Invoicing Instructions

Effective 12/05/00, this clause is superseded by P5015C.

Section 6

INDEX BY TITLE

Section 5

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SUPPLEMENT

PLEASE INSERT PAGES i TO ii AS THE FIRST PAGES IN SUBSECTION 5R

Because of the limited number of revisions required in subsection R, it has been decided not to reprint the subsection in its entirety. The following revisions will be incorporated in the next major revision/reprint of this subsection. Users are requested to take note of these changes.

R0425D Standard Instructions and Conditions
(10/12/01)

Effective 24/05/02, this clause is superseded by R0425D.

Remarks: Use the following clause in Architectural Engineering and Consultant Agreements - Buildings, Engineering Works, Open and General.

R0425D Standard Instructions and Conditions
(24/05/02)

Terms and Conditions of Agreement

Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c.16, the general terms, conditions and clauses identified herein by title, number and date, are hereby incorporated by reference into and form part of this tender, bid and any resulting contract, as though expressly set out herein, subject to any other express terms and conditions herein contained.

Standard Acquisition Clauses and Conditions Manual

All instructions, general terms, conditions and clauses identified herein by title, number and date that are set out in the *Standard Acquisition Clauses and Conditions* (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC), are effective on the issue date of the bid solicitation.

A hard copy of the SACC Manual (Catalogue No. P60-4/1) is available through your local book seller or by mail from:

Canadian Government Publishing
Communication Canada
Ottawa, Ontario K1A 0S9

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Telephone: (819) 956-4800
Fax: (819) 994-1498
Orders only: 1-800-635-7943

An electronic version is also available at the following PWGSC Website:
<http://www.pwgsc.gc.ca/sacc>.

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R0000D (12/05/00) Standard Construction Contract-Synopsis

This clause is cancelled effective 01/12/00.

R0000D (21/06/99) Standard Construction Contract-Synopsis

Effective 12/05/00, this clause is superseded by R0000D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

R0001T (13/12/02) General Instructions to Tenderers

Public Works and Government Services Canada

- 01 Tender Documents
- 02 Completion of Tender
- 03 Signing Procedures and Identify or Legal Capacity of the Tenderer
- 04 Goods and Services Tax
- 05 Quebec Sales Tax
- 06 Capital Development and Re-development Charges
- 07 Bid Depository
- 08 Registry and Pre-qualification of Floating Plant
- 09 Listing of Subcontractors and Suppliers
- 10 Tender Security Requirements
- 11 Submission of Tender
- 12 Revision of Tender
- 13 Acceptance of Tender
- 14 Language of the Tender and Contract Documents
- 15 Contract Security Requirements
- 16 Compliance with Applicable Laws
- 17 Approval of Alternative Materials
- 18 Performance Evaluation
- 19 Procurement Business Number (PBN)

01 (13/12/02) Tender Documents

1.1 The following are the tender documents:

1.1.1 Special Instructions to Tenderers

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- 1.1.2 Tender Form;
 - 1.1.3 Plans and Specifications "A";
 - 1.1.4 General Instructions to Tenderers R0001T (13/12/02), referred to in the tender documents as the General Instructions to Tenderers;
 - 1.1.5 Articles of Agreement R0200C (01/12/00), referred to therein as the Articles of Agreement;
 - 1.1.6 Terms of Payment "B" R0201D (13/12/02), referred to in the Articles of Agreement as the Terms of Payment;
 - 1.1.7 General Conditions "C" R0202D (01/12/00), referred to in the Articles of Agreement as the General Conditions;
 - 1.1.8 Fair Wages and Hours of Labour, Labour Conditions, R0203D (01/12/00), referred to in the Articles of Agreement as Labour Conditions;
 - 1.1.9 Fair Wage Schedules for Federal Construction Contracts, referred to in the Articles of Agreement as Fair Wage Schedules;
 - 1.1.10 Insurance Conditions "E" R0204D (13/12/02), referred to in the Articles of Agreement as the Insurance Conditions;
 - 1.1.11 Contract Security Conditions "F" R0205D (13/12/02), referred to in the Articles of Agreement as the Contract Security Conditions;
 - 1.1.12 Any addenda issued before the date set for tender closing.
- 1.2 The tender documents identified in 1.1.4 to 1.1.11 inclusive by title, number and date are hereby incorporated by reference into the tender documents and form part of the tender and any resulting contract. Submission of a tender constitutes acknowledgment that the Tenderer has read and agreed to be bound by these documents and the other documents listed in 1.1.
- 1.3 Except for Fair Wage Schedules for Federal Construction Contracts, documents listed in 1.1 may be obtained in print copy from MERX in the same manner that tender packages are obtained. The telephone number for MERX is 1-800-964-MERX (6379) all across Canada. Documents referenced may also be viewed on the MERX web site at <http://www.merx.bmo.com>.
- 1.4 Contractors should also note that a copy of the Labour Conditions and the Fair Wage Schedule applicable to the project location must be posted at the work site in a convenient, easily accessible location. Fair Wage Schedules for Federal Construction Contracts and the Labour Conditions may be viewed and obtained from the web site at http://info.load-otea.hrdc-drhc.gc.ca/fair_wages/schedules.shtml and http://info.load-otea.hrdc-drhc.gc.ca/fair_wages/conditions.shtml respectively.
- 02 (12/05/00) Completion of Tender**
- 2.1 The tender shall:
- 2.1.1 be submitted on the Tender Form provided through MERX or on a clear and legible reproduced copy of said Tender Form; the reproduced copy must be identical in every respect to the Tender Form provided through MERX;

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- 2.1.2 not be delivered to the Bid Receiving Unit by means of facsimile transmission; facsimile copies of tenders are not acceptable;
- 2.1.3 be based on the tender documents listed above;
- 2.1.4 be correctly completed in all respects;
- 2.1.5 be signed in accordance with the signing procedures set out herein; the signature of the signatory shall be an original; and
- 2.1.6 be accompanied by
 - 2.1.6.1 be the tender security as specified herein; and
 - 2.1.6.2 be any other document or documents specified elsewhere in the solicitation where it is stipulated that said documents are to accompany the tender.

2.2 The solicitation documentation is not available for distribution on the actual day of tender closing.

2.3 Any alteration to the preprinted or pre-typed sections of the Tender Form, or any condition or qualification placed upon the tender shall be direct cause for disqualification. Alterations, corrections, changes or erasures made to statements or figures entered on the Tender Form by the Tenderer shall be initialed by the person or persons signing the tender. Initials shall be original(s). Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.

03 (13/12/02) Signing Procedures and Identity or Legal Capacity of the Tenderer

3.1 The signature(s) of the authorized signatory(ies) shall be affixed to the Signature Page of the Tender Form and the name(s) and title(s) typed or printed, each in the space provided. The signature(s) shall be witnessed.

3.2 In order to confirm the authority of the person or persons signing the tender or to establish the legal capacity under which the Tenderer proposes to enter into Contract, any Tenderer who carries on business in other than its own personal name shall, if requested by Canada, provide satisfactory proof of

3.2.1 such signing authority; and

3.2.2 the legal capacity under which it carries on business;

prior to contract award. Proof of signing authority may be in the form of a certified copy of a resolution naming the signatory(ies) that is (are) authorized to sign this tender on behalf of the corporation or partnership. Proof of legal capacity may be in the form of a copy of the articles of incorporation or the registration of the business name of a sole proprietor or partnership.

04 (12/05/00) Goods and Services Tax

4.1 Tenders are not to include any amounts for the Goods and Services Tax (GST), and the GST shall not be included when calculating the amount of any tender security or contract security which may be required. Any amount levied in respect of the GST will be billed as a separate item in a progress claim submitted by the Contractor, and will be paid to the Contractor in addition to the amount approved by the Engineer for work performed under the contract. The Contractor will be required to

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remit the appropriate amount to Canada Customs and Revenue Agency in accordance with the applicable legislation.

05 (01/01/96) Quebec Sales Tax

- 5.1 The Federal Government is exempt from the Quebec Sales Tax which took effect on July 1, 1992. Tenderers shall not include in their prices any amount that is intended to cover the 8% tax on goods and the 4% tax on services performed in the execution of the work except for such amounts for which an Input Tax Refund is not available. Tenderers should make arrangements directly with the Province of Quebec to recover any Quebec Sales Tax paid by them in performing the work under the contract.

06 (01/01/96) Capital Development and Re-development Charges

- 6.1 For the purposes of GC14 of the General Conditions "C", only fees or charges directly related to the processing and issue of building permits shall be included. Tenderers shall not include any monies in the tender amount for special municipal development, re-development or other fees or charges which a municipal authority may seek as a prerequisite to the issuance of building permits.

07 (13/12/02) Bid Depository

- 7.1 If the tender advertisement for the work states that a Bid Depository shall be used for specified parts of the Work, the Tenderer shall
- 7.1.1 Obtain bids for the specified parts through the Bid Depository or, if no bids are available to the Tenderer through the Bid Depository for the particular part or parts of the work specified, then from outside the Bid Depository system. Bids obtained from outside the Bid Depository system shall be subject to local Bid Depository rules specifically addressing such solicitations, if such rules exist; and
- 7.1.2 Instruct all trade contractors bidding directly to the Tenderer to tender on the scope of the work as defined in local Bid Depository rules (e.g. trade definitions, specification sections etc.).

08 (01/01/96) Registry and Pre-qualification of Floating Plant

- 8.1 Dredges or other floating plant to be used in the performance of the work must be on Canadian registry. For dredges or other floating plant which are not of Canadian make or manufacture, the Tenderer must obtain a certificate of qualification from Industry Canada as described in the Floating Plant Appendix of the Tender Form, and this certificate must accompany the tender. Plant so qualified by Industry Canada may be accepted on this dredging project.

09 (01/01/96) Listing of Subcontractors and Suppliers

- 9.1 Notwithstanding any list of subcontractors which the Tenderer may be required to submit as part of the tender, the Tenderer submitting the lowest acceptable tender shall, within 48 hours of receipt of a notice thereof, submit the names of subcontractors and suppliers for the part or parts of the work listed in the said notice.

10 (13/12/02) Tender Security Requirements

- 10.1 The Tenderer shall submit tender security with the tender in the form of a bid bond or a security deposit, and

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10.1.1 if the tender amount is \$250,000.00 or less, the tender security shall be equal to not less than 10% of the tender amount;

10.1.2 if the tender amount is greater than \$250,000.00, the tender security shall be equal to not less than \$25,000.00 plus an amount that is equal to not less than 5% of that part of the tender amount that exceeds \$250,000.00.

The maximum amount of tender security required with any tender is \$250,000.00.

10.2 A bid bond shall be in an approved form, properly completed, with original signature(s) and issued by an approved company whose bonds are acceptable to the Government of Canada either at the time of tender closing or as identified at the following web sites

<http://www.pwgsc.gc.ca/sos/corporate/sm/chapter-7-e.html> and http://www.tbs-sct.gc.ca/pubs_pol/dcgpubs/Contracting/contractingpol_1_e.html respectively.

10.3 A security deposit shall be an original, properly completed, signed where required and either:

10.3.1 a bill of exchange payable to the Receiver General for Canada,

10.3.2 bonds of the Government of Canada or bonds unconditionally guaranteed as to principal and interest by the Government of Canada,

10.3.3 an irrevocable standby letter of Credit.

10.4 A bill of exchange referred to in 10.3.1 shall be certified by or drawn on

10.4.1 a corporation or institution that is a member of the Canadian Payments Association, or

10.4.2 a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the "Régie de l'assurance-dépôts du Québec" to the maximum permitted by law, or

10.4.3 a corporation that accepts public deposits and repayment of the deposits is unconditionally guaranteed by Her Majesty in right of a province, or

10.4.4 a corporation, association or federation incorporated or organized as a credit union or cooperative credit society that conforms to the requirements of a credit union which are more particularly described in paragraph 137 (6)(b) of the Income Tax Act, or

10.4.5 Canada Post Corporation.

10.5 If a bill of exchange is drawn on an institution or corporation other than a chartered bank it must be accompanied by proof that the said institution or corporation meets at least one of the criteria described in 10.4, either by letter or by a stamped certification on the bill of exchange.

10.6 For the purposes of this section a bill of exchange is an unconditional order in writing signed by the Tenderer and addressed to an approved financial institution, requiring the said institution to pay, on demand, at a fixed or determinable time a sum certain of money to, or to the order of, the Receiver General for Canada (e.g. certified cheques, bank drafts, money orders, cashier's cheques etc.).

10.7 Bonds referred to in 10.3.2 shall be provided on the basis of their market value current at the date of tender closing, and shall be

10.7.1 payable to bearer, or

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- 10.7.2 accompanied by a duly executed instrument of transfer of the bonds to the Receiver General for Canada in the form prescribed by the Domestic Bonds of Canada Regulations, or
- 10.7.3 registered as to principal or as to principal and interest in the name of the Receiver General for Canada pursuant to the Domestic Bonds of Canada Regulations.
- 10.8 An irrevocable standby letter of Credit;
 - 10.8.1 is any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its own behalf, is to make a payment to or to the order of Canada, as the beneficiary, or is to accept and pay bills of exchange drawn by Canada, or authorizes another financial institution to effect such payment, or accept and pay such bills of exchange, or authorizes another financial institution to negotiate, against written demand(s) for payment provided that the terms and conditions of the letter of credit are complied with.
 - 10.8.2 states the face amount which may be drawn against it;
 - 10.8.3 states its expiry date;
 - 10.8.4 provides for sight payment to the Receiver General for Canada by way of the financial institutions' draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his/her office;
 - 10.8.5 provides that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the Letter of Credit;
 - 10.8.6 provides that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice for Documentary Credits, 1993 Revision, ICC Publication No. 500;
 - 10.8.7 clearly specifies that it is irrevocable or deemed to be irrevocable pursuant to article 6c) of the International Chamber of Commerce (ICC) Uniform Customs and Practice for Documentary Credits, 1993 Revision, ICC Publication No. 500;and
 - 10.8.8 is issued or confirmed, in either official language, by a financial institution which is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.
- 10.9 Tender security shall lapse or be returned as soon as practical following
 - 10.9.1 the tender closing date, for those Tenderers submitting non-compliant tenders; and
 - 10.9.2 the administrative tender review, for those Tenderers submitting compliant tenders ranked fourth to last on the schedule of tenders; and
 - 10.9.3 the award of contract, for those Tenderers submitting the second and third ranked tenders; and
 - 10.9.4 the receipt of contract security, for the successful Tenderer; or
 - 10.9.5 the cancellation of the tender call, for all Tenderers.
- 10.10 Notwithstanding the provisions of 10.9.2 and provided more than three compliant tenders have been received, if one or more of the tenders ranked third to first is withdrawn or rejected for whatever

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reason then Canada reserves the right to hold the security of the next highest ranked compliant tender in order to retain the tender security of at least three valid and compliant tenders.

11 (12/05/00) Submission of Tender

11.1 The Tender Form, duly completed, shall be enclosed and sealed in an envelope provided by the Tenderer, and shall be addressed and submitted to the office designated for the receipt of tenders. It must be received on or before the date and time set for tender closing.

11.2 Prior to submitting the tender, the Tenderer shall ensure that the following information is clearly printed or typed in the appropriate spaces on the face of the tender return envelope:

11.2.1 Solicitation Number

11.2.2 Project Number and Description/Location

11.2.3 Name of Tenderer

11.2.4 Closing Time/Date

11.3 Failure to comply with 11.1 and 11.2 may render the tender liable to disqualification.

12 (13/12/02) Revision of Tender

12.1 A tender submitted in accordance with these instructions may be revised by letter or facsimile provided the revision is received at the office designated for the receipt of tenders, on or before the date and time set for the closing of tenders. The letter or facsimile shall

12.1.1 be on the Tenderer's letterhead or bear a signature that identifies the Tenderer;

12.1.2 for the lump sum portion of a tender, clearly identify the amount of the current revision. The total aggregate sum of all revisions submitted, including the current revision, shall be shown separately; and

12.1.3 for the Unit Price portion of a tender, clearly identify the change(s) in the Price(s) per Unit and the specific Item(s) to which each change applies. If a revision is to be applied to a specific Item that was previously amended then, in addition to the amount of the current revision, the total aggregate sum of all revisions submitted, including the current revision, for that Item shall be shown separately.

12.2 A letter or facsimile submitted to confirm an earlier revision shall be clearly identified as "CONFIRMATION ONLY". If a revision is received and is not so identified then the amount noted therein will be deducted from or added to the identified Price(s) per Unit or Lump Sum tender amount, whichever is applicable, provide it meets the requirements described in 12.1.

12.3 Failure to comply with any of the above provisions will result in the rejection of the non-compliant revision(s) only. The tender shall be evaluated based on the original tender submitted and all other compliant revision(s).

13 (12/05/00) Acceptance of Tender

13.1 Her Majesty may accept any tender, whether it is the lowest or not, or may reject any or all tenders.

13.2 Without limiting the generality of 13.1, Her Majesty may reject any tender based on an unfavourable assessment of:

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- 13.2.1 the adequacy of the tendered price to permit the work to be carried out and, in the case of a tender providing unit prices or a combination of lump sum and unit prices, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;
 - 13.2.2 the Tenderer's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the contract, and
 - 13.2.3 the Tenderer's performance on other contracts.
- 13.3 In assessing the Tenderer's performance on other contracts pursuant to 13.2, Her Majesty may consider, but not be limited to, such matters as:
- 13.3.1 the quality of workmanship of the Tenderer in performing the work,
 - 13.3.2 the timeliness of completion of the work, and
 - 13.3.3 the Tenderer's overall management of the work and its effect on the level of effort demanded of the department and its representatives.
- 13.4 Her Majesty may reject a bid where any of the following circumstances is present:
- 13.4.1 the Tenderer, or any employee or subcontractor included as part of the Tender, has been convicted under section 121 ("Frauds on the government" & "Contractor subscribing to election fund"), 124 ("Selling or purchasing office") or 418 ("Selling defective stores to Her Majesty") of the Criminal Code;
 - 13.4.2 the Tenderer's bidding privileges are suspended or are in the process of being suspended;
 - 13.4.3 the bidding privileges of any employee or subcontractor included as part of the Tender have been suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to bid on the Work, or the portion of the Work the employee or subcontractor is to perform;
 - 13.4.4 with respect to current or prior transactions with the Government of Canada
 - 13.4.4.1 the Tenderer is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
 - 13.4.4.2 evidence, satisfactory to Her Majesty, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Tenderer, any of its employees or any subcontractor included as part of its Tender;
 - 13.4.4.3 the Minister has previously exercised or intends to exercise the contractual remedy of taking the work out of the contractor's hands with respect to a Contract with the Tenderer, any of its employees or any subcontractor included as part of its Tender; or
 - 13.4.4.4 Her Majesty determines that the Tenderer's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Tenderer executed the work in accordance with contractual terms

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and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.

- 13.5 Where Her Majesty intends to reject a Tender pursuant to a provision of clause 13.4, other than subclause 13.4.2, the Minister will so inform the Tenderer and provide the Tenderer ten (10) days within which to make representations, prior to making a final decision on the Tender rejection.

14 (01/01/96) Language of the Tender and Contract Documents

- 14.1 The contract documents to be signed by the successful Tenderer shall be in the same official language (English or French) as the language of the tender documents submitted.

15 (01/01/96) Contract Security Requirements

- 15.1 The successful Tenderer shall be required to provide contract security in accordance with the Contract Security Conditions "F" of the tender documents listed above within fourteen (14) days after receipt of a notice in writing that the tender was accepted by Her Majesty.

16 (13/12/02) Compliance with Applicable Laws

- 16.1 By submission of a tender, the Tenderer certifies that the Tenderer has the legal capacity to enter into a contract and is in possession of all valid licences, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the tender and entry into any ensuing contract for the performance of the work.
- 16.2 For the purpose of validating the certification in paragraph 16.1, a Tenderer shall, if requested, provide a copy of every valid licence, permit, registration, certificate, declaration, filing or other authorization listed in the request, and shall provide such documentation within the time limit(s) set out in the said request.
- 16.3 Failure to comply with the requirements of paragraph 16.2 shall result in disqualification of the tender.

17 (13/12/02) Approval of Alternative Materials

- 17.1 When materials are specified by trade names or trademarks, or by manufacturers' or suppliers' names, the tender shall be based on use of the named materials. During the tendering period, alternative materials may be considered provided full technical data is received in writing by the Contracting Authority at least ten (10) days prior to the tender closing date. If the alternative materials are approved for the purposes of the tender, an addendum to the tender documents will be issued.

18 (13/12/02) Performance Evaluation

- 18.1 Tenderers shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by the Minister. The evaluation will be based on the quality of workmanship; timeliness of completion of the work; project management, contract management and management of health and safety. Should the Contractor's performance be considered unsatisfactory, the Contractor's bidding privileges on future work may be suspended indefinitely.

19 (13/12/02) Procurement Business Number

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- 19.1 For procurement purposes, the Government of Canada uses a unique Procurement Business Number (PBN) to identify a company and its branches, divisions, or offices, where appropriate. The PBN is created using the entity's Canada Customs and Revenue Agency Business Number.
- 19.2 All Canadian companies are required to have a PBN prior to contract award in order to receive a Public Works and Government Services Canada (PWGSC) contract. Non-Canadian companies are strongly encouraged to obtain a PBN.
- 19.3 Companies may register for a PBN in the Supplier Registration Information (SRI) service on line at the Contracts Canada Internet site at: <http://contractscanada.gc.ca>.
- 19.4 For non-Internet registration, contact the Contracts Canada InfoLine at 1-800-811-1148 or (819) 956-3440, in the National Capital Area, to obtain the telephone number of the nearest Supplier Registration Agent.
-

R0001T (25/05/01) General Instructions to Tenderers

Effective 13/12/02, this clause is superseded by R0001T.

R0002T (12/05/00) Instructions to Tenderers

01 Receipt of Tender

The receipt and opening of tenders will take place at Place du Portage, Phase III, Room 0A1, 11 Laurier Street, Hull, Quebec, K1A 1C9 - closing time is 2:00 p.m.

02 Tender Envelope

1. Tenderers shall complete the enclosed tender envelope by clearly printing or typing in the appropriate spaces:
- (a) project number
 - (b) description and location
 - (c) name of tenderer
 - (d) closing date
 - (e) closing time: 2:00 p.m.

2. Failure to complete the tender envelope properly may render the tender liable to disqualification.

03 Unacceptable Tenders

1. Tender not submitted on the accompanying Tender and Acceptance Form will not be considered.

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2. Telegraphic and facsimile tenders will not be accepted.
3. Tenders received after the Tender Closing Time will not be considered.
4. Incomplete tenders may be rejected.

04 Revision of Tenders

A tender submitted in accordance with these Instructions may be revised by letter, telegram or facsimile provided the revision is received at the office designated for the receipt of tenders, on or before the date and time set for the closing of tenders. The facsimile must be on the Contractor's letterhead or bear a signature that identifies the contractor. A revision to a unit price tender must clearly identify the changes (s) in the unit price (s) and the specific item (s) to which each change applies. (Facsimile: 1-819-956-1459).

05 Acceptance of Tender

1. Her Majesty may accept any tender, whether it is the lowest or not, or may reject any and all tenders.
2. Without limiting the generality of Clause 5.1, Her Majesty may reject any tender, based on unfavourable assessment as to;
 - (a) the adequacy of the tendered price to carry out the work and, in the case of a tender providing unit prices, whether the unit prices reasonably reflect the cost of performing the work related to those prices;
 - (b) whether the Tenderer has the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the contract; and
 - (c) the Tenderer's performance on other contracts.
3. In assessing the Tenderer's performance on other contracts pursuant to clause 5.2.3, Her Majesty may consider, but not be limited to, such matters as;
 - (a) the efficiency and workmanship of the Tenderer in performing the work; and
 - (b) the extent to which the Tenderer executed the work in accordance with terms and conditions of the contract.
4. Her Majesty may reject a bid where any of the following circumstances is present:
 - (a) the Tenderer, or any employee or subcontractor included as part of the Tender, has been convicted under section 121 ("*Frauds on the government*" and "*Contractor subscribing to election fund*"), 124 ("*Selling or purchasing office*") or 418 ("*Selling defective stores to Her Majesty*") of the *Criminal Code*; or
 - (b) the Tenderer's bidding privileges are suspended or are in the process of being suspended;
 - (c) the bidding privileges of an employee or subcontractor included as part of the Tender have been suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to bid on the Work, or the portion of the Work the employee or subcontractor is to perform;
 - (d) with respect to current or prior transaction with the Government of Canada;

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- (1) the Tenderer is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
 - (2) evidence, satisfactory to Her Majesty, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Tenderer, any of its employees or any subcontractor included as part of its Tender;
 - (3) the Minister has previously exercised or intends to exercise the contractual remedy of taking the work out of the contractor's hands with respect to a Contract with the Tenderer, any of its employees or any subcontractor included as part of its Tender; or
 - (4) Her Majesty determines that the Tenderer's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Tenderer executed the work in accordance with contractual terms and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
5. Where Her Majesty intends to reject a Tender pursuant to a provision of clause 5.4, other than subclause 5.4.2, the Minister will so inform the Tenderer and provide the Tenderer then (10 days within which to make representations prior to making a final decision on the Tender rejection.

06 Completion of Tender and Acceptance Form

1. If NO classes of labour, plant or material, units of measure and estimated quantities are shown on the Tender and Acceptance Form insert the total amount of the tender in Clause 3 only and make NO entry in Clause 4.
2. If classes of labour, plant or material, units of measure and estimated quantities are shown on the Tender and Acceptance form, insert the price per unit against each item, multiply by the respective estimated quantity, extend the answers in the Total Column and add the Total column to obtain the Total amount of Tender in Clause 4 and make NO entry in Clause 3.
3. Type or legibly print the tenderer's full business name and address under the spaces provided for Contractor's Full Business Name and Contractor's Full Business Address respectively.
4. Sign the Tender and Acceptance Form in the space provided as indicated below:
 - (a) **"Sole Proprietorship"**: Signature of the sole proprietor in the presence of a witness who will sign where indicated. In the event that the signatory is not the sole proprietor then a certified true copy of the agreement signed by the sole proprietor authorizing such person or persons to execute the documents shall accompany the tender.
 - (b) **"Partnership"**: Signatures of all partners in the presence of a witness or witnesses who will sign where indicated. Insert the word "Partner" against each signature under Title/s.
 - (c) **"Limited Company"**: If this tender is made by a Limited Company, the tender must be signed by duly authorized signing officers of the company in their normal signatures designating against each signature the official capacity in which the signing officer acts. The corporate seal of the company must also be affixed to the tender. If the tender is signed by officials other than the President and Secretary of the company or the President and Secretary-Treasurer of the company a copy of by-law or resolution of the Board of Directors authorizing them to do so must be submitted with the tender documents.

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5. Do not make any entry in the signature section marked "(For Departmental Use Only)".
6. Tenders are to be submitted in two copies, duly completed, in the envelope provided. The Tenderer should retain the third copy of the Tender for his records.

07 Municipal Capital Development Charges

Tenderers shall not include monies for any "Capital Development or Re-Development Charges" that may be associated with the work being tendered.

08 Goods and Services Tax - Harmonized Sales Tax

Tenderers are not to include any amount for the Goods and Services Tax (GST) or Harmonized Sales Tax (HST). Any amount to be levied in respect of the GST or HST will be billed as a separate item on a request for progress payment submitted by the Contractor. The appropriate GST or HST levy will be paid to the Contractor in addition to the amount approved by the Engineer for work performed under the contract and will therefore not affect any of the individual amounts or the total amount of the contract. The Contractor will be required to remit the appropriate amount to Canada Customs and Revenue Agency in accordance with the applicable legislation.

09 Quebec Sales Tax

The Federal Government is exempt from the Quebec Sales Tax. Tenderers shall not include in their prices any amount that is intended to cover the tax on Goods and Services performed in the execution of the work except for such amounts for which an Input Tax Refund is not available. The Contractor should make arrangements directly with the Province of Quebec to recover any Quebec Sales Tax paid in performing this contract.

10 Certification - Contingency Fees

1. The contractor certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this Contract to any person other than an employee acting in the normal course of the employee's duties.
2. All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the Contract shall be subject to the accounts and audit provisions of the Contract.
3. If the Contractor certifies falsely under this section or is in default of the obligations contained therein, the Minister may either take the Work out of the Contractor's hands in accordance with the provisions of the Contract or recover from the Contractor by way of reduction to the Contract Price or otherwise the full amount of the contingency fee.
4. In this section:
 - (a) **"Contingency Fee"** means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a government contract or negotiating the whole or any part of its terms.
 - (b) **"Employee"** means a person with whom the Contractor has an employer/employee relationship.

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- (c) **"Person"** includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbyist Registration Act*, R.S. 1985 c. 44 (4th Supplement as the same may be amended from time to time).

11 Contractor Performance Evaluation Report (CPEP)

1. All projects contracted by Public Works and Government Services Canada will be evaluated on Time, Management and Quality of Workmanship.
2. A completed CPEP will be provided to contractors at the successful completion of project work valued at \$10,000 or more, or when the work is taken out of a contractor's hands as a result of a default.
3. For contracts under \$10,000, a CPEP will be provided to contractors if it is felt the performance would rate 80 and over or under 55.
4. Bidding privileges will be suspended indefinitely if:
 - (a) a contractor received an overall point rating of 20 or less; or
 - (b) a zero rating on Time or Management; or
 - (c) two overall point ratings between 50 and 25.

12 Approval of Alternative Materials

Whenever materials are specified by trade names or by manufacturers' names, the tender shall be based on the use of the named materials. During the tendering period, alternative materials will be considered provided full technical data is received in writing by the Project Manager at least seven (7) days prior to the date set for the closing of the tender. If the alternative materials are approved for the purposes of the tender an addendum to the contract documents will be issued.

13 Tender Results

Telephone : (819) 956-3367.

R0002T (16/02/98) Instructions to Tenderers

Effective 12/05/00, this clause is superseded by R0002T.

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Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

R0200C (01/12/00) Articles of Agreement "A"

Public Works and Government Services Canada

- A1 Contract Documents
- A2 Date of Completion of Work and Description of Work
- A3 Contract Amount
- A4 Contractor's Address
- A5 Unit Price Table

These Articles of Agreement made in duplicate this ____ day of ____ 19 ____.

Between

Canada represented by the Minister of ____ (referred to in the contract documents as the "Minister")

and

____ (referred to in the contract documents as the "Contractor")

Witness that in consideration for the mutual promises and obligations contained in the contract, Canada and the Contractor covenant and agree as follows:

A1 (01/12/00) Contract Documents

- 1.1 Subject to A1.4 and A1.5, the documents forming the contract between Canada and the Contractor, referred to herein as the contract documents, are
 - 1.1.1 these Articles of Agreement,
 - 1.1.2 the documents attached hereto, marked "A" and entitled Plans and Specifications, referred to herein as the Plans and Specifications,
 - 1.1.3 the document entitled Terms of Payment "B", referred to herein as the Terms of Payment,
 - 1.1.4 the document entitled General Conditions "C", referred to herein as the General Conditions,
 - 1.1.5 the document entitled Fair Wages and Hours of Labour, Labour Conditions referred to herein as the Labour Conditions,
 - 1.1.6 the document entitled Insurance Conditions "E", referred to herein as the Insurance Conditions,
 - 1.1.7 the document entitled Contract Security Conditions "F", referred to herein as the Contract Security Conditions,
 - 1.1.8 any amendment or variation of the contract documents that is made in accordance with the General Conditions, and
 - 1.1.9 the document entitled Fair Wage Schedules for Federal Construction Contracts, referred to herein as Fair Wage Schedules.

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- 1.2 The Minister hereby designates _____ of _____, of the Government of Canada as the Engineer for the purposes of the contract, and for all purposes of or incidental to the contract, the Engineer's address shall be deemed to be: _____
- 1.3 In the contract
- 1.3.1 "Fixed Price Arrangement" means that part of the contract that prescribes a lump sum as payment for performance of the work to which it relates; and
- 1.3.2 "Unit Price Arrangement" means that part of the contract that prescribes the product of a price multiplied by a number of units of measurement of a class as payment for performance of the work to which it relates.
- 1.4 Any of the provisions of the contract that are expressly stipulated to be applicable only to a Unit Price Arrangement are not applicable to any part of the work to which a Fixed Price Arrangement is applicable.
- 1.5 Any of the provisions of the contract that are expressly stipulated to be applicable only to a Fixed Price Arrangement are not applicable to any part of the work to which a Unit Price Arrangement is applicable.

A2 (1/10/94) Date of Completion of Work and Description of Work

- 2.1 The Contractor shall, between the date of these Articles of Agreement and the _____ day of _____ 19_____, in a careful and workmanlike manner, diligently perform and complete the following work:

which work is more particularly described in the Plans and Specifications.

A3 (01/01/96) Contract Amount

- 3.1 Subject to any increase, decrease, deduction, reduction or set-off that may be made under the contract, Canada shall pay the Contractor at the times and in the manner that is set out or referred to in the Terms of Payment
- 3.1.1 the sum of \$_____, GST extra, in consideration for the performance of the work or the part thereof that is subject to a Fixed Price Arrangement, and
- 3.1.2 a sum that is equal to the aggregate of the products of the number of units of measurement of each class of labour, plant and material that is set out in a Final Certificate of Measurement referred to in GC44.8 multiplied in each case by the appropriate unit price, GST extra, that is set out in the Unit Price Table in consideration for the performance of the work or the part thereof that is subject to a Unit Price Arrangement.
- 3.2 For the information and guidance of the Contractor and the persons administering the contract on behalf of Canada, but not so as to constitute a warranty, representation or undertaking of any nature by either party, it is estimated that the total amount payable by Canada to the Contractor for the part of the work to which a Unit Price Arrangement is applicable will be approximately \$ _____.

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3.3 A3.1.1 is applicable only to a Fixed Price Arrangement.

3.4 A3.1.2 and A3.2 are applicable only to a Unit Price Arrangement.

A4 (01/10/94) Contractor's Address

4.1 For all purposes of or incidental to the contract, the Contractor's address shall be deemed to be:

A5 (01/10/94) Price Table

5.1 Canada and the Contractor agree that the following table is the Unit Price Table for the purposes of the contract:

Column 1 Item	Column 2 Class of Labour Plant or Material	Column 3 Unit of Measurement	Column 4 Estimated Total Quantity	Column 5 Price per Unit	Column 6 Estimated Total Price
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5.2 The Unit Price Table that is set out in A5.1 designates the part of the work to which a Unit Price Arrangement is applicable.

5.3 The part of the work that is not designated in the Unit Price Table referred to in A5.2 is the part of the work to which a Fixed Price Arrangement is applicable.

IN WITNESS WHEREOF the parties hereto have executed these Articles of Agreement as of the day and year first above written.

FOR LIMITED COMPANY OR INCORPORATED COMPANY SEALED, ATTESTED TO AND DELIVERED on behalf of the Contractor by

(Signature of Authorized Signatory)

} _____
(Print Name of Signatory)
}

(Print Title of Signatory)

in the presence of

(Signature of Witness)

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(Signature of Authorized Signatory)

} _____
(Print Name of Signatory)

} _____
(Print Title of Signatory)

in the presence of

(Signature of Witness)

(Corporate Seal)

FOR PARTNERSHIP OR SOLE PROPRIETORSHIP SEALED, ATTESTED TO AND DELIVERED on behalf
of the Contractor by

(Signature of Partner/Sole Proprietor)

(Print name of Partner/Sole Proprietor)

Seal

in the presence of

(Signature of Witness)

(Signature of Partner)

(Print Name of Partner)

Seal

in the presence of

(Signature of Witness)

EXECUTED ON BEHALF OF Canada by

(Signature of Authorized Departmental Officer)

} _____
(Print Name of Officer)

} _____
(Print Title of Officer)

in the presence of

(Signature of Witness)

and countersigned by

(Signature of Authorized Departmental Officer)

} _____
(Print Name of Officer)

} _____
(Print Title of Officer)

in the presence of

(Signature of Witness)

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R0200C (15/06/98) Articles of Agreement "A"

Effective 01/12/00, this clause is superseded by R0200C.

R0201D (13/12/02) Terms of Payment "B"

Public Works and Government Services Canada

- TP1 Amount Payable - General
- TP2 Amounts Payable to the Contractor
- TP3 Amounts Payable to Her Majesty
- TP4 Time of Payment
- TP5 Progress Report and Payment Thereunder Not Binding on Her Majesty
- TP6 Delay in Making Payment
- TP7 Right of Set-off
- TP8 Payment in Event of Termination
- TP9 Interest on Settled Claims

TP1 (01/01/96) Amount Payable - General

1.1 Subject to any other provisions of the contract, Her Majesty shall pay the Contractor, at the times and in the manner hereinafter set out, the amount by which

1.1.1 the aggregate of the amounts described in TP2 exceeds

1.1.2 the aggregate of the amounts described in TP3

and the Contractor shall accept that amount as payment in full satisfaction for everything furnished and done by the Contractor in respect of the work to which the payment relates.

TP2 (01/10/94) Amounts Payable to the Contractor

2.1 The amounts referred to in TP1.1.1 are the aggregate of

2.1.1 the amounts referred to in the Articles of Agreement, and

2.1.2 the amounts, if any, that are payable to the Contractor pursuant to the General Conditions.

TP3 (01/10/94) Amounts Payable to Her Majesty

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- 3.1 The amounts referred to in TP1.1.2 are the aggregate of the amounts, if any, that the Contractor is liable to pay Her Majesty pursuant to the contract.
- 3.2 When making any payment to the Contractor, the failure of Her Majesty to deduct an amount referred to in TP3.1 from an amount referred to in TP2 shall not constitute a waiver of the right to do so, or an admission of lack of entitlement to do so in any subsequent payment to the Contractor.

TP4 (13/12/02) Time of Payment

4.1 In these Terms of Payment

- 4.1.1 The "payment period" means a period of 30 consecutive days or such other longer period as is agreed between the Contractor and the Engineer.
- 4.1.2 An amount is "due and payable" when it is due and payable by Her Majesty to the Contractor according to TP4.5, TP4.8 or TP4.11.
- 4.1.3 An amount is overdue when it is unpaid on the first day following the day upon which it is due and payable.
- 4.1.4 The "date of payment" means the date of the negotiable instrument of an amount due and payable by the Receiver General for Canada.
- 4.1.5 The "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which it makes short term advances to members of the Canadian Payments Association.
- 4.1.6 The "Average Bank Rate" means the simple arithmetic mean of the Bank Rate in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made.
- 4.2 The Contractor shall, on the expiration of a payment period, deliver to the Engineer in respect of that payment period a written progress claim that fully describes any part of the work that has been completed, and any material that was delivered to the work site but not incorporated into the work, during that payment period.
- 4.3 The Engineer shall, not later than ten (10) days after receipt of a progress claim referred to in TP4.2,
- 4.3.1 inspect the part of the work and the material described in the progress claim; and
- 4.3.2 issue a progress report, a copy of which the Engineer will give to the Contractor, that indicates the value of the part of the work and the material described in the progress claim that, in the opinion of the Engineer,
- 4.3.2.1 is in accordance with the contract, and
- 4.3.2.2 was not included in any other progress report relating to the contract.
- 4.4 Subject to TP1 and TP4.5 Her Majesty shall pay the Contractor
- 4.4.1 an amount that is equal to 95% of the value that is indicated in the progress report referred to in TP4.3.2 if a labour and material payment bond has been furnished by the Contractor, or

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- 4.4.2 an amount that is equal to 90% of the value that is indicated in the progress report referred to in TP4.3.2 if a labour and material payment bond has not been furnished by the Contractor.
- 4.5 Her Majesty shall pay the amount referred to in TP4.4 not later than
 - 4.5.1 30 days after the receipt by the Engineer of a progress claim referred to in TP4.2, or
 - 4.5.2 15 days after the Contractor has made and delivered to the Engineer
 - 4.5.2.1 a statutory declaration described in TP4.6 in respect of a progress claim referred to in TP4.2,
 - 4.5.2.2 in the case of the Contractor's first progress claim, a construction schedule in accordance with the relevant section of the Specifications, and
 - 4.5.2.3 if the requirement for a schedule is specified, an update of the said schedule at the times identified in the relevant sections of the Specifications,
- whichever is later.
- 4.6 A statutory declaration referred to in TP4.5 shall contain a deposition by the Contractor that, up to the date of the Contractor's progress claim, the Contractor has complied with all its lawful obligations with respect to the Labour Conditions and that all lawful obligations of the Contractor to subcontractors and suppliers of material in respect of the work under the contract have been fully discharged.
- 4.7 Subject to TP1 and TP4.8, Her Majesty shall pay the Contractor the amount referred to in TP1 less the aggregate of
 - 4.7.1 the sum of all payments that were made pursuant to TP4.4;
 - 4.7.2 an amount that is equal to the Engineer's estimate of the cost to Her Majesty of rectifying defects described in the Interim Certificate of Completion; and
 - 4.7.3 an amount that is equal to the Engineer's estimate of the cost to Her Majesty of completing the parts of the work described in the Interim Certificate of Completion other than the defects referred to in TP4.7.2.
- 4.8 Her Majesty shall pay the amount referred to in TP4.7 not later than
 - 4.8.1 30 days after the date of issue of an Interim Certificate of Completion referred to in GC44.2, or
 - 4.8.2 15 days after the Contractor has made and delivered to the Engineer
 - 4.8.2.1 a statutory declaration described in TP4.9 in respect of an Interim Certificate of Completion referred to in GC44.2, and
 - 4.8.2.2 if so specified in the relevant sections of the Specifications, an update of the construction schedule referred to in TP4.5.2 and the updated schedule shall, in addition to the specified requirements, clearly show a detailed timetable that is acceptable to the Engineer for the completion of any unfinished work and the correction of all listed defects.

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whichever is later.

- 4.9 A statutory declaration referred to in TP4.8 shall contain a deposition by the Contractor that up to the date of the Interim Certificate of Completion the Contractor has
- 4.9.1 complied with all of the Contractor's lawful obligations with respect to the Labour Conditions;
 - 4.9.2 discharged all of the Contractor's lawful obligations to the subcontractors and suppliers of material in respect of the work under the contract; and
 - 4.9.3 discharged the Contractor's lawful obligations referred to in GC14.6.
- 4.10 Subject to TP1 and TP4.11, Her Majesty shall pay the Contractor the amount referred to in TP1 less the aggregate of
- 4.10.1 the sum of all payments that were made pursuant to TP4.4; and
 - 4.10.2 the sum of all payments that were made pursuant to TP4.7.
- 4.11 Her Majesty shall pay the amount referred to in TP4.10 not later than
- 4.11.1 60 days after the date of issue of a Final Certificate of Completion referred to in GC44.1, or
 - 4.11.2 15 days after the Contractor has made and delivered to the Engineer a statutory declaration described in TP4.12,
- whichever is later.
- 4.12 A statutory declaration referred to in TP4.11 shall, in addition to the depositions described in TP4.9, contain a deposition by the Contractor that all of the Contractor's lawful obligations and any lawful claims against the Contractor that arose out of the performance of the contract have been discharged and satisfied.

TP5 (01/10/94) Progress Report and Payment Thereunder not Binding on Her Majesty

- 5.1 Neither a progress report referred to in TP4.3 nor any payment made by Her Majesty pursuant to these Terms of Payment shall be construed as an admission by Her Majesty that the work, material or any part thereof is complete, is satisfactory or is in accordance with the contract.

TP6 (01/01/96) Delay in Making Payment

- 6.1 Notwithstanding GC7 any delay by Her Majesty in making any payment when it is due pursuant to these Terms of Payment shall not be a breach of the contract by Her Majesty.
- 6.2 Subject to TP6.3, Her Majesty shall pay to the Contractor simple interest at the Average Bank Rate plus 3 percent per annum on any amount which is overdue pursuant to TP4.1.3, and the interest shall apply from and include the day such amount became overdue until the day prior to the date of payment.
- 6.3 Interest in accordance with TP6.2 shall be paid without demand by the Contractor except that
- 6.3.1 in respect of amounts which are less than 15 days overdue, no interest shall be paid in respect of payment made within such 15 days unless the Contractor so demands after such amounts have become due, and

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6.3.2 interest shall not be payable or paid on overdue advance payments if any.

TP7 (01/10/94) Right of Set-off

7.1 Without limiting any right of set-off or deduction given or implied by law or elsewhere in the contract, Her Majesty may set off any amount payable to Her Majesty by the Contractor under this contract or under any current contract against any amount payable to the Contractor under this contract.

7.2 For the purposes of TP7.1, "current contract" means a contract between Her Majesty and the Contractor

7.2.1 under which the Contractor has an undischarged obligation to perform or supply work, labour or material, or

7.2.2 in respect of which Her Majesty has, since the date on which the Articles of Agreement were made, exercised any right to take the work that is the subject of the contract out of the Contractor's hands.

TP8 (01/10/94) Payment in Event of Termination

8.1 If the contract is terminated pursuant to GC41, Her Majesty shall pay the Contractor any amount that is lawfully due and payable to the Contractor as soon as is practicable under the circumstances.

TP9 (01/01/96) Interest on Settled Claims

9.1 Her Majesty shall pay to the Contractor simple interest on the amount of a settled claim at the Average Bank Rate plus 3 per cent per annum from the date the settled claim was outstanding until the day prior to the date of payment.

9.2 For the purposes of TP9.1,

9.2.1 a claim is deemed to have been settled when an agreement in writing is signed by the Engineer and the Contractor setting out the amount of the claim to be paid by Her Majesty and the items of work for which the said amount is to be paid.

9.2.2 a settled claim is deemed to be outstanding from the day immediately following the date the said claim would have been due and payable under the contract had it not been disputed.

9.3 For the purposes of TP9 a claim means a disputed amount subject to negotiation between Her Majesty and the Contractor under the contract.

R0201D (16/02/98) Terms of Payment "B"

Effective 13/12/02, this clause is superseded by R0201D.

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R0202D (01/12/00) General Conditions "C"

Public Works and Government Services Canada

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- GC2 Successors and Assigns
- GC3 Assignment of Contract
- GC4 Subcontracting by Contractor
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- GC49 Determination of Cost Prior to Undertaking Work - Lump Sum
- GC50 Determination of Cost Following Completion of Work
- GC51 Records to be Kept by Contractor
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- GC54 Human Remains, Archaeological Remains and Items of Historical or Scientific Interest
- GC55 Contaminated Site Conditions
- GC56 Certification - Contingency Fees
- GC57 Non-discrimination in Hiring and Employment of Labour
- GC58 Applicable Laws

GC1 (01/10/94) Interpretation

1.1 In the contract

- 1.1.1 where reference is made to a part of the *contract* by means of numbers preceded by letters, the reference shall be construed to be a reference to the particular part of the *contract* that is identified by that combination of letters and numbers and to any other part of the *contract* referred to therein;
- 1.1.2 "*contract*" means the contract documents referred to in the Articles of Agreement;
- 1.1.3 "*contract security*" means any security given by the contractor to Her Majesty in accordance with the *contract*;
- 1.1.4 "*Engineer*" means the officer or employee of Her Majesty who is designated pursuant to the Articles of Agreement and includes a *person* specially authorized by the *Engineer* to perform, on the *Engineer's* behalf, any of the *Engineer's* functions under the *contract* and is so designated in writing to the contractor;
- 1.1.5 "*material*" includes all commodities, articles and things required to be furnished by or for the contractor under the *contract* for incorporation into the *work*;
- 1.1.6 "*Minister*" includes a person acting for, or if the office is vacant, in place of the *Minister* and the *Minister's* successors in the office, and a lawful deputy and any representative appointed for the purposes of the *contract*;
- 1.1.7 "*person*" includes, unless there is an express stipulation in the contract to the contrary, any partnership, proprietorship, firm, joint venture, consortium, corporation;
- 1.1.8 "*plant*" includes all animals, tools, implements, machinery, vehicles, buildings, structures, equipment and commodities, articles and things other than *material*, that are necessary for the due performance of the *contract*;
- 1.1.9 "*subcontractor*" means a person to whom the contractor has, subject to GC4, subcontracted the whole or any part of the *work*;
- 1.1.10 "*superintendent*" means the employee of the contractor who is designated by the contractor to act pursuant to GC19;
- 1.1.11 "*work*" includes, subject only to any express stipulation in the *contract* to the contrary, everything that is necessary to be done, furnished or delivered by the contractor to perform the *contract*.

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- 1.2 The headings in the contract documents, other than in the Plans and Specifications, form no part of the *contract* but are inserted for convenience of reference only.
- 1.3 In interpreting the *contract*, in the event of discrepancies or conflicts between anything in the Plans and Specifications and the General Conditions, the General Conditions govern.
- 1.4 In interpreting the Plans and Specifications, in the event of discrepancies or conflicts between
 - 1.4.1 the Plans and Specifications, the Specifications govern;
 - 1.4.2 the Plans, the Plans drawn with the largest scale govern; and
 - 1.4.3 figured dimensions and scaled dimensions, the figured dimensions govern.

GC2 (01/10/94) Successors and Assigns

- 2.1 The *contract* shall inure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.

GC3 (01/10/94) Assignment of Contract

- 3.1 The *contract* may not be assigned by the contractor, either in whole or in part, without the written consent of the *Minister*.

GC4 (01/10/94) Subcontracting by Contractor

- 4.1 Subject to this General Condition, the contractor may subcontract any part of the *work*.
- 4.2 The contractor shall notify the *Engineer* in writing of the contractor's intention to subcontract.
- 4.3 A notification referred to in GC4.2 shall identify the part of the *work*, and the *subcontractor* with whom it is intended to subcontract.
- 4.4 The *Engineer* may object to the intended subcontracting by notifying the contractor in writing within six (6) days of receipt by the *Engineer* of a notification referred to in GC4.2.
- 4.5 If the *Engineer* objects to a subcontracting pursuant to GC4.4, the contractor shall not enter into the intended subcontract.
- 4.6 The contractor shall not, without the written consent of the *Engineer*, change a *subcontractor* who has been engaged by the contractor in accordance with this General Condition.
- 4.7 All the terms and conditions of this Contract that are of general application shall be incorporated in every other contract, except those contracts issued solely for the supply of plant or material, issued as a consequence of this Contract
- 4.8 Neither a subcontracting nor the *Engineer's* consent to a subcontracting by the contractor shall be construed to relieve the contractor from any obligation under the *contract* or to impose any liability upon Her Majesty.

GC5 (01/10/94) Amendments

- 5.1 No amendment or change in any of the provisions of the *contract* shall have any force or effect until it is reduced to writing.

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GC6 (01/10/94) No Implied Obligations

- 6.1 No implied terms or obligations of any kind by or on behalf of Her Majesty shall arise from anything in the *contract* and the express covenants and agreements therein contained and made by Her Majesty are the only covenants and agreements upon which any rights against Her Majesty are to be founded.
- 6.2 The *contract* supersedes all communications, negotiations and agreements, either written or oral, relating to the *work*, that were made prior to the date of the *contract*.

GC7 (01/10/94) Time of the Essence

- 7.1 Time is of the essence of the *contract*.

GC8 (01/10/94) Indemnification by Contractor

- 8.1 The contractor shall indemnify and save Her Majesty harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings by whomever made, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by or attributable to the activities of the contractor, the contractor's servants, agents, subcontractors and sub-subcontractors in performing the *work* including an infringement or an alleged infringement of a patent of invention or any other kind of intellectual property.
- 8.2 For the purposes of GC8.1, "activities" includes any act improperly carried out, any omission to carry out an act and any delay in carrying out an act.

GC9 (01/10/94) Indemnification by Her Majesty

- 9.1 Her Majesty shall, subject to the *Crown Liability Act*, the *Patent Act*, and any other law that affects Her Majesty's rights, powers, privileges or obligations, indemnify and save the contractor harmless from and against all claims, demands, losses, costs, damage, actions, suits or proceedings arising out of the contractor's activities under the *contract* that are directly attributable to
- 9.1.1 lack of or a defect in Her Majesty's title to the *work* site whether real or alleged; or
- 9.1.2 an infringement or an alleged infringement by the contractor of any patent of invention or any other kind of intellectual property occurring while the contractor was performing any act for the purposes of the *contract* employing a model, plan or design or any other thing related to the *work* that was supplied by Her Majesty to the contractor.

GC10 (01/10/94) Members of House of Commons not to Benefit

- 10.1 As required by the *Parliament of Canada Act*, it is an express condition of the *contract* that no member of the House of Commons shall be admitted to any share or part of the *contract* or to any benefit arising therefrom.

GC11 (01/10/94) Notices

- 11.1 Any notice, consent, order, decision, direction or other communication, other than a notice referred to in GC11.4, that may be given to the contractor pursuant to the *contract* may be given in any manner.

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- 11.2 Any notice, consent, order, decision, direction or other communication required to be given in writing, to any party pursuant to the *contract* shall, subject to GC11.4, be deemed to have been effectively given
- 11.2.1 to the contractor, if delivered personally to the contractor or the contractor's *superintendent*, or forwarded by mail, telex or facsimile to the contractor at the address set out in A4.1, or
- 11.2.2 to Her Majesty, if delivered personally to the *Engineer*, or forwarded by mail, telex or facsimile to the *Engineer* at the address set out in A1.2.1.
- 11.3 Any such notice, consent, order, decision, direction or other communication given in accordance with GC11.2 shall be deemed to have been received by either party
- 11.3.1 if delivered personally, on the day that it was delivered;
- 11.3.2 if forwarded by mail, on the earlier of the day it was received and the sixth day after it was mailed; and
- 11.3.3 if forwarded by telex or facsimile, 24 hours after it was transmitted.
- 11.4 A notice given under GC38.1.1, GC40 and GC41, if delivered personally, shall be delivered to the contractor if the contractor is doing business as a sole proprietor or, if the contractor is a partnership or corporation, to an officer thereof.

GC12 (01/10/94) Material, Plant and Real Property Supplied by Her Majesty

- 12.1 Subject to GC12.2, the contractor is liable to Her Majesty for any loss of or damage to *material*, *plant* or real property that is supplied or placed in the care, custody and control of the contractor by Her Majesty for use in connection with the *contract*, whether or not that loss or damage is attributable to causes beyond the contractor's control.
- 12.2 The contractor is not liable to Her Majesty for any loss or damage to *material*, *plant* or real property referred to in GC12.1 if that loss or damage results from and is directly attributable to reasonable wear and tear.
- 12.3 The contractor shall not use any *material*, *plant* or real property referred to in GC12.1 except for the purpose of performing this *contract*.
- 12.4 When the contractor fails to make good any loss or damage for which the contractor is liable under GC12.1 within a reasonable time after being required to do so by the *Engineer*, the *Engineer* may cause the loss or damage to be made good at the contractor's expense, and the contractor shall thereupon be liable to Her Majesty for the cost thereof and shall, on demand, pay to Her Majesty an amount equal to that cost.
- 12.5 The contractor shall keep such records of all *material*, *plant* and real property referred to in GC12.1 as the *Engineer* from time to time requires and shall satisfy the *Engineer*, when requested, that such *material*, *plant* and real property are at the place and in the condition in which they ought to be.

GC13 (01/10/94) Material, Plant and Real Property become Property of Her Majesty

- 13.1 Subject to GC14.7 all *material* and *plant* and the interest of the contractor in all real property, licences, powers and privileges purchased, used or consumed by the contractor for the *contract* shall, after the time of their purchase, use or consumption be the property of Her Majesty for the purposes of the *work* and they shall continue to be the property of Her Majesty

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- 13.1.1 in the case of *material*, until the *Engineer* indicates that it will not be required for the *work*, and
- 13.1.2 in the case of *plant*, real property, licenses, powers and privileges, until the *Engineer* indicates that the interest vested in Her Majesty therein is no longer required for the purposes of the *work*.
- 13.2 *Material* or *plant* that is the property of Her Majesty by virtue of GC13.1 shall not be taken away from the *work* site or used or disposed of except for the purposes of the *work* without the written consent of the *Engineer*.
- 13.3 Her Majesty is not liable for loss of or damage from any cause to the *material* or *plant* referred to in GC13.1 and the contractor is liable for such loss or damage notwithstanding that the *material* or *plant* is the property of Her Majesty.

GC14 (01/10/94) Permits and Taxes Payable

- 14.1 The contractor shall, within thirty (30) days after the date of the *contract*, tender to a municipal authority an amount equal to all fees and charges that would be lawfully payable to that municipal authority in respect of building permits as if the *work* were being performed for a *person* other than Her Majesty.
- 14.2 Within ten (10) days of making a tender pursuant to GC14.1, the contractor shall notify the *Engineer* of the contractor's action and of the amount tendered and whether or not the municipal authority has accepted that amount.
- 14.3 If the municipal authority does not accept the amount tendered pursuant to GC14.1, the contractor shall pay that amount to Her Majesty within six (6) days after the time stipulated in GC14.2.
- 14.4 For the purposes of GC14.1 to GC14.3, "municipal authority" means any authority that would have jurisdiction respecting permission to perform the *work* if the owner were not Her Majesty.
- 14.5 Notwithstanding the residency of the contractor, the contractor shall pay any applicable tax arising from or related to the performance of the *work* under the *contract*.
- 14.6 In accordance with the Statutory Declaration referred to in TP4.9, a contractor who has neither residence nor place of business in the province in which *work* under the *contract* is being performed shall provide Her Majesty with proof of registration with the provincial sales tax authorities in the said province.
- 14.7 For the purpose of the payment of any applicable tax or the furnishing of security for the payment of any applicable tax arising from or related to the performance of the *work* under the *contract*, the contractor shall, notwithstanding the fact that all *material*, *plant* and interest of the contractor in all real property, licences, powers and privileges, have become the property of Her Majesty after the time of purchase, be liable, as a user or consumer, for the payment or for the furnishing of security for the payment of any applicable tax payable, at the time of the use or consumption of that *material*, *plant* or interest of the contractor in accordance with the relevant legislation.

GC15 (01/10/94) Performance of Work under Direction of Engineer

- 15.1 The contractor shall
 - 15.1.1 permit the *Engineer* to have access to the *work* and its site at all times during the performance of the *contract*;

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- 15.1.2 furnish the *Engineer* with such information respecting the performance of the *contract* as the *Engineer* may require; and
- 15.1.3 give the *Engineer* every possible assistance to enable the *Engineer* to carry out the *Engineer's* duty to see that the *work* is performed in accordance with the *contract* and to carry out any other duties and exercise any powers specially imposed or conferred on the *Engineer* under the *contract*.

GC16 (01/10/94) Cooperation with Other Contractors

- 16.1 Where, in the opinion of the *Engineer*, it is necessary that other contractors or workers with or without *plant* and *material*, be sent onto the *work* or its site, the contractor shall, to the satisfaction of the *Engineer*, allow them access and cooperate with them in the carrying out of their duties and obligation.
- 16.2 If
 - 16.2.1 the sending onto the *work* or its site of other contractors or workers pursuant to GC16.1 could not have been reasonably foreseen or anticipated by the contractor when entering into the *contract*; and
 - 16.2.2 the contractor incurs, in the opinion of the *Engineer*, extra expense in complying with GC16.1; and
 - 16.2.3 the contractor has given the *Engineer* written notice of the contractor's claim for the extra expense referred to in GC16.2.2 within thirty (30) days of the date that the other contractors or workers were sent onto the *work* or its site,

Her Majesty shall pay the contractor the cost, calculated in accordance with GC48 to GC50, of the extra labour, *plant* and *material* that was necessarily incurred.

GC17 (01/10/94) Examination of Work

- 17.1 If, at any time after the commencement of the *work* but prior to the expiry of the warranty or guarantee period, the *Engineer* has reason to believe that the *work* or any part thereof has not been performed in accordance with the *contract*, the *Engineer* may have that *work* examined by an expert of the *Engineer's* choice.
- 17.2 If, as a result of an examination of the *work* referred to in GC17.1, it is established that the *work* was not performed in accordance with the *contract*, then, in addition to and without limiting or otherwise affecting any of Her Majesty's rights and remedies under the *contract* either at law or in equity, the contractor shall pay Her Majesty, on demand, all reasonable costs and expenses that were incurred by Her Majesty in having that examination performed.

GC18 (01/10/94) Clearing of Site

- 18.1 The contractor shall maintain the *work* and its site in a tidy condition and free from the accumulation of waste *material* and debris, in accordance with any directions of the *Engineer*.
- 18.2 Before the issue of an interim certificate referred to in GC44.2, the contractor shall remove all the *plant* and *material* not required for the performance of the remaining *work*, and all waste *material* and other debris, and shall cause the *work* and its site to be clean and suitable for occupancy by Her Majesty's servants, unless otherwise stipulated in the *contract*.

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- 18.3 Before the issue of a final certificate referred to in GC44.1, the contractor shall remove from the *work* and its site all of the surplus *plant* and *material* and any waste *material* and other debris.
- 18.4 The contractor's obligations described in GC18.1 to GC18.3 do not extend to waste *material* and other debris caused by Her Majesty's servants or contractors and workers referred to in GC16.1

GC19 (01/10/94) Contractor's Superintendent

- 19.1 The contractor shall, forthwith upon the award of the *contract*, designate a *superintendent*.
- 19.2 The contractor shall forthwith notify the *Engineer* of the name, address and telephone number of a *superintendent* designated pursuant to GC19.1.
- 19.3 A *superintendent* designated pursuant to GC19.1 shall be in full charge of the operations of the contractor in the performance of the *work* and is authorized to accept any notice, consent, order, direction, decision or other communication on behalf of the contractor that may be given to the *superintendent* under the *contract*.
- 19.4 The contractor shall, until the *work* has been completed, keep a competent *superintendent* at the *work* site during *working* hours.
- 19.5 The contractor shall, upon the request of the *Engineer*, remove any *superintendent* who, in the opinion of the *Engineer*, is incompetent or has been guilty of improper conduct, and shall forthwith designate another *superintendent* who is acceptable to the *Engineer*.
- 19.6 Subject to GC19.5, the contractor shall not substitute a *superintendent* without the written consent of the *Engineer*.
- 19.7 A breach by the contractor of GC19.6 entitles the *Engineer* to refuse to issue any certificate referred to in GC44 until the *superintendent* has returned to the *work* site or another *superintendent* who is acceptable to the *Engineer* has been substituted.

GC20 (01/10/94) National Security

- 20.1 If the *Minister* is of the opinion that the *work* is of a class or kind that involves the national security, the *Minister* may order the contractor
- 20.1.1 to provide the *Minister* with any information concerning persons employed or to be employed by the contractor for purposes of the *contract*; and
- 20.1.2 to remove any *person* from the *work* and its site if, in the opinion of the *Minister*, that *person* may be a risk to the national security.
- 20.2 The contractor shall, in all contracts with persons who are to be employed in the performance of the *contract*, make provision for the performance of any obligation that may be imposed upon the contractor under GC19 to GC21.
- 20.3 The contractor shall comply with an order of the *Minister* under GC20.1.

GC21 (01/10/94) Unsuitable Workers

- 21.1 The contractor shall, upon the request of the *Engineer*, remove any *person* employed by the contractor for purposes of the *contract* who, in the opinion of the *Engineer*, is incompetent or is

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guilty of improper conduct, and the contractor shall not permit a *person* who has been removed to return to the *work* site.

GC22 (01/10/94) Increased or Decreased Costs

- 22.1 The amount set out in the Articles of Agreement shall not be increased or decreased by reason of any increase or decrease in the cost of the *work* that is brought about by an increase or decrease in the cost of labour, *plant* or *material* or any wage adjustment arising pursuant to the Labour Conditions.
- 22.2 Notwithstanding GC22.1 and GC35, an amount set out in the Articles of Agreement shall be adjusted in the manner provided in GC22.3, if any change in a tax imposed under the *Excise Act*, the *Excise Tax Act*, the *Old Age Security Act*, the *Customs Act*, the *Customs Tariff* or any provincial sales tax legislation imposing a retail sales tax on the purchase of tangible *personal* property incorporated into Real Property
- 22.2.1 occurs after the date of the submission by the contractor of the contractor's tender for the *contract*,
- 22.2.2 applies to *material*; and
- 22.2.3 affects the cost to the contractor of that *material*.
- 22.3 If a change referred to in GC22.2 occurs, the appropriate amount set out in the Articles of Agreement shall be increased or decreased by an amount equal to the amount that is established by an examination of the relevant records of the contractor referred to in GC51 to be the increase or decrease in the cost incurred that is directly attributable to that change.
- 22.4 For the purpose of GC22.2, where a tax is changed after the date of submission of the tender but public notice of the change has been given by the Minister of Finance before that date, the change shall be deemed to have occurred before the date of submission of the tender.

GC23 (01/10/94) Canadian Labour and Material

- 23.1 The contractor shall use Canadian labour and *material* in the performance of the *work* to the full extent to which they are procurable, consistent with proper economy and the expeditious carrying out of the *work*.
- 23.2 Subject to GC23.1, the contractor shall, in the performance of the *work*, employ labour from the locality where the *work* is being performed to the extent to which it is available, and shall use the offices of the Canada Employment Centres for the recruitment of workers wherever practicable.
- 23.3 Subject to GC23.1 and GC23.2, the contractor shall, in the performance of the *work*, employ a reasonable proportion of persons who have been on active service with the armed forces of Canada and have been honourably discharged therefrom.

GC24 (01/10/94) Protection of Work and Documents

- 24.1 The contractor shall guard or otherwise protect the *work* and its site, and protect the *contract*, specifications, plans, drawings, information, *material*, *plant* and real property, whether or not they are supplied by Her Majesty to the contractor, against loss or damage from any cause, and the contractor shall not use, issue, disclose or dispose of them without the written consent of the *Minister*, except as may be essential for the performance of the *work*.

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- 24.2 If any document or information given or disclosed to the contractor is assigned a security rating by the *person* who gave or disclosed it, the contractor shall take all measures directed by the *Engineer* to be taken to ensure the maintenance of the degree of security that is ascribed to that rating.
- 24.3 The contractor shall provide all facilities necessary for the purpose of maintaining security, and shall assist any *person* authorized by the *Minister* to inspect or to take security measures in respect of the *work* and its site.
- 24.4 The *Engineer* may direct the contractor to do such things and to perform such additional *work* as the *Engineer* considers reasonable and necessary to ensure compliance with or to remedy a breach of GC24.1 to GC24.3.

GC25 (01/10/94) Public Ceremonies and Signs

- 25.1 The contractor shall not permit any public ceremony in connection with the *work* without the prior consent of the *Minister*.
- 25.2 The contractor shall not erect or permit the erection of any sign or advertising on the *work* or its site without the prior consent of the *Engineer*.

GC26 (01/10/94) Precautions Against Damage, Infringement of Rights, Fire, and other Hazards

- 26.1 The contractor shall, at the contractor's expense, do whatever is necessary to ensure that
- 26.1.1 no *person*, property, right, easement or privilege is injured, damaged or infringed by reasons of the contractor's activities in performing the *contract*;
 - 26.1.2 pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the *work* or *plant*;
 - 26.1.3 fire hazards in or about the *work* or its site are eliminated and, subject to any direction that may be given by the *Engineer*, any fire is promptly extinguished;
 - 26.1.4 the health and safety of all persons employed in the performance of the *work* is not endangered by the method or means of its performance;
 - 26.1.5 adequate medical services are available to all *persons* employed on the *work* or its site at all times during the performance of the *work*;
 - 26.1.6 adequate sanitation measures are taken in respect of the *work* and its site; and
 - 26.1.7 all stakes, buoys and marks placed on the *work* or its site by or under the authority of the *Engineer* are protected and are not removed, defaced, altered or destroyed.
- 26.2 The *Engineer* may direct the contractor to do such things and to perform such additional *work* as the *Engineer* considers reasonable and necessary to ensure compliance with or to remedy a breach of GC26.1.
- 26.3 The contractor shall, at the contractor's expense, comply with a direction of the *Engineer* made under GC26.2.

GC27 (01/10/94) Insurance

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- 27.1 The contractor shall, at the contractor's expense, obtain and maintain insurance *contracts* in respect of the *work* and shall provide evidence thereof to the *Engineer* in accordance with the requirements of the Insurance Conditions "E".
- 27.2 The insurance contracts referred to in GC27.1 shall
- 27.2.1 be in a form, of the nature, in the amounts, for the periods and containing the terms and conditions specified in Insurance Conditions "E"; and
- 27.2.2 provide for the payment of claims under such insurance contracts in accordance with GC28.

GC28 (01/10/94) Insurance Proceeds

- 28.1 In the case of a claim payable under a Builders Risk/Installation (All Risks) insurance *contract* maintained by the contractor pursuant to GC27, the proceeds of the claim shall be paid directly to Her Majesty, and
- 28.1.1 the monies so paid shall be held by Her Majesty for the purposes of the *contract*, or
- 28.1.2 if Her Majesty elects, shall be retained by Her Majesty, in which event they vest in Her Majesty absolutely.
- 28.2 In the case of a claim payable under a General Liability insurance contract maintained by the contractor pursuant to GC27, the proceeds of the claim shall be paid by the insurer directly to the claimant.
- 28.3 If an election is made pursuant to GC28.1, the *Minister* may cause an audit to be made of the accounts of the contractor and of Her Majesty in respect of the part of the *work* that was lost, damaged or destroyed for the purpose of establishing the difference, if any, between
- 28.3.1 the aggregate of the amount of the loss or damage suffered or sustained by Her Majesty, including any costs incurred in respect of the clearing and cleaning of the *work* and its site and any other amount that is payable by the contractor to Her Majesty under the *contract*, minus any monies retained pursuant to GC28.1.2; and
- 28.3.2 the aggregate of the amounts payable by Her Majesty to the contractor pursuant to the *contract* up to the date of the loss or damage.
- 28.4 A difference that is established pursuant to GC28.3 shall be paid forthwith by the party who is determined by the audit to be the debtor to the party who is determined by the audit to be the creditor.
- 28.5 When payment of a deficiency has been made pursuant to GC28.4, all rights and obligations of Her Majesty and the contractor under the *contract* shall, with respect only to the part of the *work* that was the subject of the audit referred to in GC28.3, be deemed to have been expended and discharged.
- 28.6 If an election is not made pursuant to GC28.1.2, the contractor shall, subject to GC28.7, clear and clean the *work* and its site and restore and replace the part of the *work* that was lost, damaged or destroyed at the contractor's expense as if that part of the *work* had not yet been performed.
- 28.7 When the contractor clears and cleans the *work* and its site and restores and replaces the *work* referred to in GC28.6, Her Majesty shall pay the contractor out of the monies referred to in GC28.1 so far as they will thereunto extend.

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28.8 Subject to GC28.7, payment by Her Majesty pursuant to GC28.7 shall be made in accordance with the *contract* but the amount of each payment shall be 100% of the amount claimed notwithstanding TP4.4.1 and TP4.4.2.

GC29 (01/10/94) Contract Security

29.1 The contractor shall obtain and deliver *contract security* to the *Engineer* in accordance with the provisions of the Contract Security Conditions.

29.2 If the whole or a part of the *contract security* referred to in GC29.1 is in the form of a security deposit, it shall be held and disposed of in accordance with GC43 and GC45.

29.3 If a part of the *contract security* referred to in GC29.1 is in the form of a labour and *material* payment bond, the contractor shall post a copy of that bond on the *work* site.

GC30 (01/10/94) Changes in the Work

30.1 Subject to GC5, the *Engineer* may, at any time before issuing a Final Certificate of Completion,

30.1.1 order *work* or *material* in addition to that provided for in the Plans and Specifications; and

30.1.2 delete or change the dimensions, character, quantity, quality, description, location or position of the whole or any part of the *work* or *material* provided for in the Plans and Specifications or in any order made pursuant to GC30.1.1,

if that additional *work* or *material*, deletion, or change is, in the *Engineer's* opinion, consistent with the general intent of the original *contract*.

30.2 The contractor shall perform the *work* in accordance with such orders, deletions and changes that are made by the *Engineer* pursuant to GC30.1 from time to time as if they had appeared in and been part of the Plans and Specifications.

30.3 The *Engineer* shall determine whether or not anything done or omitted by the contractor pursuant to an order, deletion or change referred to in GC30.1 increased or decreased the cost of the *work* to the contractor.

30.4 If the *Engineer* determines pursuant to GC30.3 that the cost of the *work* to the contractor has been increased, Her Majesty shall pay the contractor the increased cost that the contractor necessarily incurred for the additional *work* calculated in accordance with GC49 or GC50.

30.5 If the *Engineer* determines pursuant to GC30.3 that the cost of the *work* to the contractor has been decreased, Her Majesty shall reduce the amount payable to the contractor under the *contract* by an amount equal to the decrease in the cost caused by the deletion or change referred to in GC30.1.2 and calculated in accordance with GC49.

30.6 GC30.3 to GC30.5 are applicable only to a *contract* or a portion of a *contract* for which a Fixed Price Arrangement is stipulated in the *contract*.

30.7 An order, deletion or change referred to in GC30.1 shall be in writing, signed by the *Engineer* and given to the contractor in accordance with GC11.

GC31 (01/10/94) Interpretation of Contract by Engineer

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- 31.1 If, at any time before the *Engineer* has issued a Final Certificate of Completion referred to in GC44.1, any question arises between the parties about whether anything has been done as required by the *contract* or about what the contractor is required by the *contract* to do, and, in particular but without limiting the generality of the foregoing, about
- 31.1.1 the meaning of anything in the Plans and Specifications,
 - 31.1.2 the meaning to be given to the Plans and Specifications in case of any error therein, omission therefrom, or obscurity or discrepancy in their wording or intention,
 - 31.1.3 whether or not the quality or quantity of any *material* or *workmanship* supplied or proposed to be supplied by the contractor meets the requirements of the *contract*,
 - 31.1.4 whether or not the labour, *plant* or *material* provided by the contractor for performing the *work* and carrying out the *contract* are adequate to ensure that the *work* will be performed in accordance with the *contract* and that the *contract* will be carried out in accordance with its terms,
 - 31.1.5 what quantity of any kind of *work* has been completed by the contractor, or
 - 31.1.6 the timing and scheduling of the various phases of the performance of the *work*,
- the question shall be decided by the *Engineer* whose decision shall be final and conclusive in respect of the *work*.
- 31.2 The contractor shall perform the *work* in accordance with any decisions of the *Engineer* that are made under GC31.1 and in accordance with any consequential directions given by the *Engineer*.

GC32 (01/10/94) Warranty and Rectification of Defects in Work

- 32.1 Without restricting any warranty or guarantee implied or imposed by law or contained in the *contract* documents, the contractor shall, at the contractor's expense,
- 32.1.1 rectify and make good any defect or fault that appears in the *work* or comes to the attention of the *Minister* with respect to those parts of the *work* accepted in connection with the Interim Certificate of Completion referred to GC44.2 within 12 months from the date of the Interim Certificate of Completion;
 - 32.1.2 rectify and make good any defect or fault that appears in or comes to the attention of the *Minister* in connection with those parts of the *work* described in the Interim Certificate of Completion referred to in GC44.2 within 12 months from the date of the Final Certificate of Completion referred to in GC44.1.
- 32.2 The *Engineer* may direct the contractor to rectify and make good any defect or fault referred to in GC32.1 or covered by any other expressed or implied warranty or guarantee.
- 32.3 A direction referred to in GC32.2 shall be in writing, may include a stipulation in respect of the time within which a defect or fault is required to be rectified and made good by the contractor, and shall be given to the contractor in accordance with GC11.
- 32.4 The contractor shall rectify and make good any defect or fault described in a direction given pursuant to GC32.2 within the time stipulated therein.

GC33 (01/10/94) Non-compliance by Contractor

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- 33.1 If the contractor fails to comply with any decision or direction given by the *Engineer* pursuant to GC18, GC24, GC26, GC31 or GC32, the *Engineer* may employ such methods as the *Engineer* deems advisable to do that which the contractor failed to do.
- 33.2 The contractor shall, on demand, pay Her Majesty an amount that is equal to the aggregate of all costs, expenses and damage incurred or sustained by Her Majesty by reason of the contractor's failure to comply with any decision or direction referred to in GC33.1, including the cost of any methods employed by the *Engineer* pursuant to GC33.1.

GC34 (01/10/94) Protesting Engineer's Decisions

- 34.1 The contractor may, within ten days after the communication to the contractor of any decision or direction referred to in GC30.3 or GC33.1, protest that decision or direction.
- 34.2 A protest referred to in GC34.1 shall be in writing, contain full reasons for the protest, be signed by the contractor and be given to Her Majesty by delivery to the *Engineer*.
- 34.3 If the contractor gives a protest pursuant to GC34.2, any compliance by the contractor with the decision or direction that was protested shall not be construed as an admission by the contractor of the correctness of that decision or direction, or prevent the contractor from taking whatever action the contractor considers appropriate in the circumstances.
- 34.4 The giving of a protest by the contractor pursuant to GC34.2 shall not relieve the contractor from complying with the decision or direction that is the subject of the protest.
- 34.5 Subject to GC34.6, the contractor shall take any action referred to in GC34.3 within three months after the date that a Final Certificate of Completion is issued under GC44.1 and not afterwards.
- 34.6 The contractor shall take any action referred to in GC34.3 resulting from a direction under GC32 within three months after the expiry of a warranty or guarantee period and not afterwards.
- 34.7 Subject to GC34.8, if Her Majesty determines that the contractor's protest is justified, Her Majesty shall pay the contractor the cost of the additional labour, *plant* and *material* necessarily incurred by the contractor in carrying out the protested decision or direction.
- 34.8 Costs referred to in GC34.7 shall be calculated in accordance with GC48 to GC50.

GC35 (01/10/94) Changes in Soil Conditions and Neglect or Delay by Her Majesty

- 35.1 Subject to GC35.2 no payment, other than a payment that is expressly stipulated in the *contract*, shall be made by Her Majesty to the contractor for any extra expense or any loss or damage incurred or sustained by the contractor.
- 35.2 If the contractor incurs or sustains any extra expense or any loss or damage that is directly attributable to
- 35.2.1 a substantial difference between the information relating to soil conditions at the *work* site that is contained in the Plans and Specifications or other documents supplied to the contractor for use in preparing the contractor's tender or a reasonable assumption of fact based thereon made by the contractor, and the actual soil conditions encountered by the contractor at the *work* site during the performance of the *contract*, or
- 35.2.2 any neglect or delay that occurs after the date of the *contract* on the part of Her Majesty in providing any information or in doing any act that the *contract* either expressly requires Her

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Majesty to do or that would ordinarily be done by an owner in accordance with the usage of the trade,

the contractor shall, within ten days of the date the actual soil conditions described in GC35.2.1 were encountered or the neglect or delay described in GC35.2.2 occurred, give the *Engineer* written notice of intention to claim for that extra expense or that loss or damage.

- 35.3 When the contractor has given a notice referred to in GC35.2, the contractor shall give the *Engineer* a written claim for extra expense or loss or damage within 30 days of the date that a Final Certificate of Completion referred to in GC44.1 is issued and not afterwards.
- 35.4 A written claim referred to in GC35.3 shall contain a sufficient description of the facts and circumstances of the occurrence that is the subject of the claim to enable the *Engineer* to determine whether or not the claim is justified and the contractor shall supply such further and other information for that purpose as the *Engineer* requires from time to time.
- 35.5 If the *Engineer* determines that a claim referred to in GC35.3 is justified, Her Majesty shall make an extra payment to the contractor in an amount that is calculated in accordance with GC47 to GC50.
- 35.6 If, in the opinion of the *Engineer*, an occurrence described in GC35.2.1 results in a savings of expenditure by the contractor in performing the *contract*, the amount set out in the Articles of Agreement shall, subject to GC35.7, be reduced by an amount that is equal to the saving.
- 35.7 The amount of the saving referred to in GC35.6 shall be determined in accordance with GC47 to GC50.
- 35.8 If the contractor fails to give a notice referred to in GC35.2 and a claim referred to in GC35.3 within the times stipulated, an extra payment shall not be made to the contractor in respect of the occurrence.

GC36 (01/10/94) Extension of Time

- 36.1 Subject to GC36.2, the *Engineer* may, on the application of the contractor made before the day fixed by the Articles of Agreement for completion of the *work* or before any other date previously fixed under this General Condition, extend the time for its completion by fixing a new date if, in the opinion of the *Engineer*, causes beyond the control of the contractor have delayed its completion.
- 36.2 An application referred to in GC36.1 shall be accompanied by the written consent of the bonding company whose bond forms part of the *contract security*.

GC37 (01/10/94) Assessments and Damages for Late Completion

- 37.1 For the purposes of this General Condition
- 37.1.1 the *work* shall be deemed to be completed on the date that an Interim Certificate of Completion referred to in GC44.2 is issued, and
- 37.1.2 "period of delay" means the number of days commencing on the day fixed by the Articles of Agreement for completion of the *work* and ending on the day immediately preceding the day on which the *work* is completed but does not include any day within a period of extension granted pursuant to GC36.1, and any other day on which, in the opinion of the *Engineer*, completion of the *work* was delayed for reasons beyond the control of the contractor.

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- 37.2 If the contractor does not complete the *work* by the day fixed for its completion by the Articles of Agreement but completes it thereafter, the contractor shall pay Her Majesty an amount equal to the aggregate of
- 37.2.1 all salaries, wages and travelling expenses incurred by Her Majesty in respect of persons overseeing the performance of the *work* during the period of delay;
 - 37.2.2 the cost incurred by Her Majesty as a result of the inability to use the completed *work* for the period of delay; and
 - 37.2.3 all other expenses and damages incurred or sustained by Her Majesty during the period of delay as a result of the *work* not being completed by the day fixed for its completion.
- 37.3 The *Minister* may waive the right of Her Majesty to the whole or any part of the amount payable by the contractor pursuant to GC37.2 if, in the opinion of the *Minister*, it is in the public interest to do so.

GC38 (01/01/96) Taking the Work Out of the Contractor's Hands

- 38.1 The *Minister* may, at the *Minister's* sole discretion, by giving a notice in writing to the contractor in accordance with GC11, take all or any part of the *work* out of the contractor's hands, and may employ such means as the *Minister* sees fit to have the *work* completed if the contractor
- 38.1.1 has not, within six days of the *Minister* or the *Engineer* giving notice to the contractor in writing in accordance with GC11, remedied any delay in the commencement or any default in the diligent performance of the *work* to the satisfaction of the *Engineer*;
 - 38.1.2 has defaulted in the completion of any part of the *work* within the time fixed for its completion by the *contract*;
 - 38.1.3 has become insolvent or has committed an act of bankruptcy, and has neither made a proposal to its creditors nor filed a notice of intention to make such a proposal, pursuant to the *Bankruptcy and Insolvency Act*;
 - 38.1.4 has abandoned the *work*;
 - 38.1.5 has made an assignment of the *contract* without the consent required by GC3.1; or
 - 38.1.6 has otherwise failed to observe or perform any of the provisions of the *contract*.
- 38.2 If the contractor has become insolvent or has committed an act of bankruptcy, and has either made a proposal to its creditors or filed a notice of intention to make such a proposal, pursuant to the *Bankruptcy and Insolvency Act*, the contractor shall immediately forward a copy of the proposal or the notice of intention to Her Majesty.
- 38.3 If the whole or any part of the *work* is taken out of the contractor's hands pursuant to GC38.1,
- 38.3.1 the contractor's right to any further payment that is due or accruing due under the *contract* is, subject only to GC38.5, extinguished, and
 - 38.3.2 the contractor is liable to pay Her Majesty, upon demand, an amount that is equal to the amount of all loss and damage incurred or sustained by Her Majesty in respect of the contractor's failure to complete the *work*.

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38.4 If the whole or any part of the *work* that is taken out of the contractor's hands pursuant to GC38.1 is completed by Her Majesty, the *Engineer* shall determine the amount, if any, of the holdback or a progress claim that had accrued and was due prior to the date on which the *work* was taken out of the contractor's hands and that is not required for the purposes of having the *work* performed or of compensating Her Majesty for any other loss or damage incurred or sustained by reason of the contractor's default.

38.5 Her Majesty may pay the contractor the amount determined not to be required pursuant to GC38.4.

GC39 (01/10/94) Effect of Taking the Work Out of the Contractor's Hands

39.1 The taking of the *work* or any part thereof out of the contractor's hands pursuant to GC38 does not operate so as to relieve or discharge the contractor from any obligation under the *contract* or imposed upon him by law except the obligation to complete the performance of that part of the *work* that was taken out of the contractor's hands.

39.2 If the *work* or any part thereof is taken out of the contractor's hands pursuant to GC38, all *plant* and *material* and the interest of the contractor in all real property, licences, powers and privileges acquired, used or provided by the contractor under the *contract* shall continue to be the property of Her Majesty without compensation to the contractor.

39.3 When the *Engineer* certifies that any *plant*, *material*, or any interest of the contractor referred to in GC39.2 is no longer required for the purposes of the *work*, or that it is not in the interests of Her Majesty to retain that *plant*, *material*, or interest, it shall revert to the contractor.

GC40 (01/10/94) Suspension of Work by Minister

40.1 The *Minister* may, when in the *Minister's* opinion it is in the public interest to do so, require the contractor to suspend performance of the *work* either for a specified or an unspecified period by giving a notice of suspension in writing to the contractor in accordance with GC11.

40.2 When a notice referred to in GC40.1 is received by the contractor in accordance with GC11, the contractor shall suspend all operations in respect of the *work* except those that, in the opinion of the *Engineer*, are necessary for the care and preservation of the *work*, *plant* and *material*.

40.3 The contractor shall not, during a period of suspension, remove any part of the *work*, *plant* or *material* from its site without the consent of the *Engineer*.

40.4 If a period of suspension is 30 days or less, the contractor shall, upon the expiration of that period, resume the performance of the *work* and the contractor is entitled to be paid the extra cost, calculated in accordance with GC48 to GC50, of any labour, *plant* and *material* necessarily incurred by the contractor as a result of the suspension.

40.5 If, upon the expiration of a period of suspension of more than 30 days, the *Minister* and the contractor agree that the performance of the *work* will be continued by the contractor, the contractor shall resume performance of the *work* subject to any terms and conditions agreed upon by the *Minister* and the contractor.

40.6 If, upon the expiration of a period of suspension of more than 30 days, the *Minister* and the contractor do not agree that performance of the *work* will be continued by the contractor or upon the terms and conditions under which the contractor will continue the *work*, the notice of suspension shall be deemed to be a notice of termination pursuant to GC41.

GC41 (01/10/94) Termination of Contract

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- 41.1 The *Minister* may terminate the *contract* at any time by giving a notice of termination in writing to the contractor in accordance with GC11.
- 41.2 When a notice referred to in GC41.1 is received by the contractor in accordance with GC11, the contractor shall, subject to any conditions stipulated in the notice, forthwith cease all operations in performance of the *contract*.
- 41.3 If the *contract* is terminated pursuant to GC41.1, Her Majesty shall pay the contractor, subject to GC41.4, an amount equal to
- 41.3.1 the cost to the contractor of all labour, *plant* and *material* supplied by the contractor under the *contract* up to the date of termination in respect of a *contract* or part thereof for which a Unit Price Arrangement is stipulated in the *contract*, or
- 41.3.2 the lesser of
- 41.3.2.1 an amount, calculated in accordance with the Terms and Payment, that would have been payable to the contractor had the contractor completed the *work*, and
- 41.3.2.2 an amount that is determined to be due to the contractor pursuant to GC49 in respect of a *contract* or part thereof for which a Fixed Price Arrangement is stipulated in the *contract*
- less the aggregate of all amount that were paid to the contractor by Her Majesty and all amounts that are due to Her Majesty from the contractor pursuant to the *contract*.
- 41.4 If Her Majesty and the contractor are unable to agree about an amount referred to in GC41.3 that amount shall be determined by the method referred to in GC50.

GC42 (01/10/94) Claims Against and Obligations of the Contractor or Subcontractor

- 42.1 Her Majesty may, in order to discharge lawful obligations of and satisfy claims against the contractor or a *subcontractor* arising out of the performance of the *contract*, pay any amount that is due and payable to the contractor pursuant to the *contract* directly to the obligees of and the claimants against the contractor or the *subcontractor* but such amount if any, as is paid by Her Majesty shall not exceed that amount which the contractor would have been obliged to pay to such claimant had the provisions of the Provincial or Territorial lien legislation, or, in the Province of Quebec, the law relating to privileges, been applicable to the *work*. Any such claimant need not comply with the provisions of such legislation setting out the steps by way of notice, registration or otherwise as might have been necessary to preserve or perfect any claim for lien or privilege which claimant might have had.
- 42.2 Her Majesty will not make any payment as described in GC42.1 unless and until that claimant shall have delivered to Her Majesty:
- 42.2.1 a binding and enforceable Judgment or Order of a court of competent jurisdiction setting forth such amount as would have been payable by the contractor to the claimant pursuant to the provisions of the applicable Provincial or Territorial lien legislation, or, in the Province of Quebec, the law relating to privileges, had such legislation been applicable to the *work*; or
- 42.2.2 a final and enforceable award of an arbitrator setting forth such amount as would have been payable by the contractor to the claimant pursuant to the provisions of the applicable

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Provincial or Territorial lien legislation, or, in the Province of Quebec, the law relating to privileges, had such legislation been applicable to the *work*; or

42.2.3 the consent of the contractor authorizing a payment.

For the purposes of determining the entitlement of a claimant pursuant to GC42.2.1 and GC42.2.2, the notice required by GC42.8 shall be deemed to replace the registration or provision of notice after the performance of *work* as required by any applicable legislation and no claim shall be deemed to have expired, become void or unenforceable by reason of the claimant not commencing any action within the time prescribed by any applicable legislation.

- 42.3 The contractor shall, by the execution of this *contract*, be deemed to have consented to submit to binding arbitration at the request of any claimant those questions that need be answered to establish the entitlement of the claimant to payment pursuant to the provisions of GC42.1 and such arbitration shall have as parties to it any *subcontractor* to whom the claimant supplied *material*, performed *work* or rented equipment should such *subcontractor* wish to be adjoined and the Crown shall not be a party to such arbitration and, subject to any agreement between the contractor and the claimant to the contrary, the arbitration shall be conducted in accordance with the Provincial or Territorial legislation governing arbitration applicable in the Province or Territory in which the *work* is located.
- 42.4 A payment made pursuant to GC42.1 is, to the extent of the payment, a discharge of Her Majesty's liability to the contractor under the *contract* and may be deducted from any amount payable to the contractor under the *contract*.
- 42.5 To the extent that the circumstances of the *work* being performed for Her Majesty permit, the contractor shall comply with all laws in force in the Province or Territory where the *work* is being performed relating to payment period, mandatory holdbacks, and creation and enforcement of mechanics' liens, builders' liens or similar legislation or in the Province of Quebec, the law relating to privileges.
- 42.6 The contractor shall discharge all the contractor's lawful obligations and shall satisfy all lawful claims against the contractor arising out of the performance of the *work* at least as often as the *contract* requires Her Majesty to pay the contractor.
- 42.7 The contractor shall, whenever requested to do so by the *Engineer*, make a statutory declaration deposing to the existence and condition of any obligations and claims referred to in GC42.6.
- 42.8 GC42.1 shall only apply to claims and obligations
- 42.8.1 the notification of which has been received by the *Engineer* in writing before payment is made to the contractor pursuant to TP4.10 and within 120 days of the date on which the claimant
- 42.8.1.1 should have been paid in full under the claimant's *contract* with the contractor or *subcontractor* where the claim is for money that was lawfully required to be held back from the claimant; or
- 42.8.1.2 performed the last of the services, *work* or labour, or furnished the last of the *material* pursuant to the claimant's *contract* with the contractor or *subcontractor* where the claim is not for money referred to in GC42.8.1.1, and

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42.8.2 the proceedings to determine the right to payment of which, pursuant to GC42.2, shall have commenced within one year from the date that the notice referred to in GC42.8.1 was received by the *Engineer*, and

the notification required by GC42.8.1 shall set forth the amount claimed to be owing and the *person* who by contract is primarily liable.

42.9 Her Majesty may, upon receipt of a notice of claim under GC42.8.1, withhold from any amount that is due and payable to the contractor pursuant to the *contract* the full amount of the claim or any portion thereof.

42.10 The *Engineer* shall notify the contractor in writing of receipt of any claim referred to in GC42.8.1 and of the intention of Her Majesty to withhold funds pursuant to GC42.9 and the contractor may, at any time thereafter and until payment is made to the claimant, be entitled to post, with Her Majesty, security in a form acceptable to Her Majesty in an amount equal to the value of the claim, the notice of which is received by the *Engineer* and upon receipt of such security Her Majesty shall release to the contractor any funds which would be otherwise payable to the contractor, that were withheld pursuant to the provisions of GC42.9 in respect of the claim of any claimant for whom the security stands.

GC43 (01/10/94) Security Deposit - Forfeiture or Return

43.1 If

43.1.1 the *work* is taken out of the contractor's hands pursuant to GC38,

43.1.2 the *contract* is terminated pursuant to GC41, or

43.1.3 the contractor is in breach of or in default under the *contract*,

Her Majesty may convert the security deposit, if any, to Her own use.

43.2 If Her Majesty converts the *contract security* pursuant to GC43.1, the amount realized shall be deemed to be an amount due from Her Majesty to the contractor under the *contract*.

43.3 Any balance of an amount referred to in GC43.2 that remains after payment of all losses, damage and claims of Her Majesty and others shall be paid by Her Majesty to the contractor if, in the opinion of the *Engineer*, it is not required for the purposes of the *contract*.

GC44 (01/10/94) Engineer's Certificates

44.1 On the date that

44.1.1 the *work* has been completed, and

44.1.2 the contractor has complied with the *contract* and all orders and directions made pursuant thereto,

both to the satisfaction of the *Engineer*, the *Engineer* shall issue a Final Certificate of Completion to the contractor.

44.2 If the *Engineer* is satisfied that the *work* is substantially complete the *Engineer* shall, at any time before issuing a certificate referred to in GC44.1, issue an Interim Certificate of Completion to the contractor, and

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44.2.1 for the purposes of GC44.2 the *work* will be considered to be substantially complete,

44.2.1.1 when the *work* under the *contract* or a substantial part thereof is, in the opinion of the *Engineer*, ready for use by Her Majesty or is being used for the purposes intended; and

44.2.1.2 when the *work* remaining to be done under the *contract* is, in the opinion of the *Engineer*, capable of completion or correction at a cost of not more than

44.2.1.2.1 - 3% of the first \$500,000, and

44.2.1.2.2 - 2% of the next \$500,000, and

44.2.1.2.3 - 1% of the balance

of the value of the *contract* at the time this cost is calculated.

44.3 For the sole purpose of GC44.2.1.2, where the *work* or a substantial part thereof is ready for use or is being used for the purposes intended and the remainder of the *work* or a part thereof cannot be completed by the time specified in A2.1, or as amended pursuant to GC36, for reasons beyond the control of the contractor or where the *Engineer* and the contractor agree not to complete a part of the *work* within the specified time, the cost of that part of the *work* which was either beyond the control of the contractor to complete or the *Engineer* and the contractor have agreed not to complete by the time specified shall be deducted from the value of the *contract* referred to GC44.2.1.2 and the said cost shall not form part of the cost of the *work* remaining to be done in determining substantial completion.

44.4 An Interim Certificate of Completion referred to in GC44.2 shall describe the parts of the *work* not completed to the satisfaction of the *Engineer* and all things that must be done by the contractor

44.4.1 before a Final Certificate of Completion referred to in GC44.1 will be issued; and

44.4.2 before the 12-month period referred to in GC32.1.2 shall commence for the said parts and all the said things.

44.5 The *Engineer* may, in addition to the parts of the *work* described in an Interim Certificate of Completion referred to in GC44.2, require the contractor to rectify any other parts of the *work* not completed to the *Engineer's* satisfaction and to do any other things that are necessary for the satisfactory completion of the *work*.

44.6 If the *contract* or a part thereof is subject to a Unit Price Arrangement, the *Engineer* shall measure and record the quantities of labour, *plant* and *material*, performed, used and supplied by the contractor in performing the *work* and shall, at the request of the contractor, inform the contractor of those measurements.

44.7 The contractor shall assist and co-operate with the *Engineer* in the performance of the *Engineer's* duties referred to in GC44.6 and shall be entitled to inspect any record made by the *Engineer* pursuant to GC44.6.

44.8 After the *Engineer* has issued a Final Certificate of Completion referred to in GC44.1, the *Engineer* shall, if GC44.6 applies, issue a Final Certificate of Measurement.

44.9 A Final Certificate of Measurement referred to in GC44.8 shall

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- 44.9.1 contain the aggregate of all measurements of quantities referred to in GC44.6; and
- 44.9.2 be binding upon and conclusive between Her Majesty and the contractor as to the quantities referred to therein.

GC45 (01/10/94) Return of Security Deposit

- 45.1 After an Interim Certificate of Completion referred to in GC44.2 has been issued, Her Majesty shall, if the contractor is not in breach of or in default under the *contract*, return to the contractor all or any part of the security deposit that, in the opinion of the *Engineer*, is not required for the purposes of the *contract*.
- 45.2 After a Final Certificate of Completion referred to in GC44.1 has been issued, Her Majesty shall return to the contractor the remainder of any security deposit unless the *contract* stipulates otherwise.
- 45.3 If the security deposit was paid into the Consolidated Revenue Fund of Canada, Her Majesty shall pay interest thereon to the contractor at a rate established from time to time pursuant to section 21(2) of the *Financial Administration Act*.

GC46 (01/10/94) Clarification of Terms in GC47 to GC50

- 46.1 For the purposes of GC47 to GC50,
 - 46.1.1 "Unit Price Table" means the table set out in the Articles of Agreement, and
 - 46.1.2 "plant" does not include tools customarily provided by a tradesperson in practising a trade.

GC47 (01/10/94) Additions or Amendments to Unit Price Table

- 47.1 Where a Unit Price Arrangement applies to the *contract* or a part thereof the *Engineer* and the contractor may, by an agreement in writing,
 - 47.1.1 add classes of labour, *plant* or *material*, and units of measurement, prices per unit and estimated quantities to the Unit Price Table if any labour, *plant* or *material* that is to be included in the Final Certificate of Measurement referred to in GC44.8 is not included in any class of labour, *plant* or *material* set out in the Unit Price Table; or
 - 47.1.2 subject to GC47.2 and GC47.3, amend a price per unit set out in the Unit Price Table for any class of labour, *plant* or *material* included therein if the Final Certificate of Measurement referred to in GC44.8 shows or is expected to show that the total quantity of that class of labour, *plant* or *material* actually performed, used or supplied by the contractor in performing the *work* is
 - 47.1.2.1 less than 85% of that estimated total quantity, or
 - 47.1.2.2 in excess of 115% of that estimated total quantity.
- 47.2 In no event shall the total cost of an item set out in the Unit Price Table that has been amended pursuant to GC47.1.2.1 exceed the amount that would have been payable to the contractor had the estimated total quantity actually been performed, used or supplied.
- 47.3 An amendment that is made necessary by GC47.1.2.2 shall apply only to the quantities that are in excess of 115%.

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47.4 If the *Engineer* and the contractor do not agree as contemplated in GC47.1, the *Engineer* shall determine the class and the unit of measurement of the labour, *plant* or *material* and, subject to GC47.2 and GC47.3, the price per unit therefor shall be determined in accordance with GC50.

GC48 (01/10/94) Determination of Cost - Unit Price Table

48.1 Whenever, for the purposes of the *contract* it is necessary to determine the cost of labour, *plant* or *material*, it shall be determined by multiplying the quantity of that labour, *plant* or *material* expressed in the unit set out in column 3 of the Unit Price Table by the price of that unit set out in column 5 of the Unit Price Table.

GC49 (12/05/00) Determination of Cost Prior to Undertaking Work - Lump Sum

49.1 If the method described in GC48 cannot be used because the labour, plant and material is of a kind or class that is not set out in the Unit Price Table then, for the purposes of the contract, the price of the change shall be the aggregate costs of all labour, plant and material that is required for the change as agreed upon by the Contractor and the Engineer plus a mark-up for all supervision, coordination, administration, overhead, margin and the risk of undertaking the work within the stipulated amount, which mark-up shall be equal to

49.1.1 20% of the aggregate costs referred to herein for that portion of the Work done by the Contractor's own forces; and

49.1.2 15% of the aggregate costs referred to herein for that portion of the Work that is done by subcontract.

49.2 Subject to similar provisions expressed elsewhere in the contract, in order to facilitate approval of the change, the Contractor shall submit a cost breakdown identifying, as a minimum, the cost of labour, plant, material, each subcontract amount and the amount of the appropriate percentage mark-up as described herein.

GC50 (12/05/00) Determination of Cost Following Completion of Work

50.1 Where it is not possible to predetermine the price of a change, including elements not set out in the Unit Price Table, the actual price of the change shall be equal to the aggregate costs of

50.1.1 all reasonable and proper amounts actually expended or legally payable by the Contractor in respect of the labour, plant and material that falls within one of the classes of expenditure described in GC50.2 that are directly attributable to the performance of the contract;

50.1.2 a mark-up equal to 10% of the amounts referred to in GC50.1.1 which mark-up shall be for profit and all other expenditures or costs, not covered in GC50.1.1 or GC50.1.3, including overhead, general administration costs and financing and interest charges; and

50.1.3 interest on the costs determined under GC50.1.1 and GC50.1.2, which interest shall be calculated in accordance with TP9,

provided that the total cost of an item set out in the Unit Price Table that is subject to the provisions of GC47.1.2.1 does not exceed the amount that would have been payable to the Contractor had the Estimated Total Quantity of the said item actually been performed, used or supplied.

50.2 For the purposes of GC50.1.1, the classes of expenditure that may be taken into account in determining the cost of labour, plant and material are

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- 50.2.1 payment to subcontractors;
- 50.2.2 wages, salaries and traveling expenses of employees of the Contractor located at the work site and that portion of wages, salaries, bonuses, living and traveling expenses of personnel of the Contractor generally employed at the head office or at a general office of the Contractor provided they are actually and properly engaged on the work under the Contract;
- 50.2.3 assessments payable under any statutory authority relating to workmen's compensation, employment insurance, pension plan or holidays with pay, provincial health or insurance plans, environmental reviews and GST collection costs;
- 50.2.4 rent that is paid or an amount equivalent to the said rent if the plant is owned by the Contractor, that is necessary for and used in the performance of the work, if the rent or the equivalent amount is reasonable and use of that plant has been approved by the Engineer;
- 50.2.5 payment for maintenance and operating the plant necessary for and used in the performance of the work, and payments for effecting such repairs thereto as, in the opinion of the Engineer, are necessary to the proper performance of the Contract other than payments for any repairs to the plant arising out of defects existing before its allocation to the work;
- 50.2.6 payment for material that is necessary for and incorporated in the work, or that is necessary for and consumed in the performance of the Contract;
- 50.2.7 payments for preparation, delivery, handling, erection, installation, inspection, protection and removal of the plant and material necessary for and used in the performance of the Contract; and
- 50.2.8 any other payments made by the Contractor with the approval of the Engineer that are necessary for the performance of the Contract.

GC51 (01/10/94) Records to be Kept by Contractor

- 51.1 The contractor shall
 - 51.1.1 maintain full records of the contractor's estimated and actual cost of the *work* together with all tender calls, quotations, *contracts*, correspondence, invoices, receipts and vouchers relating thereto;
 - 51.1.2 make all records and *material* referred to in GC51.1.1 available to audit and inspection by the *Minister* and the Deputy Receiver General for Canada or by persons acting on behalf of either or both of them, when requested;
 - 51.1.3 allow any of the persons referred to in GC51.1.2 to make copies of and to take extracts from any of the records and *material* referred to in GC51.1.1; and
 - 51.1.4 furnish any *person* referred to in GC51.1.2 with any information that *person* may require from time to time in connection with such records and *material*.
- 51.2 The records maintained by the contractor pursuant to GC51.1.1 shall be kept intact by the contractor until the expiration of two years after the date that a Final Certificate of Completion referred to in GC44.1 was issued or until the expiration of such other period of time as the *Minister* may direct.

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- 51.3 The contractor shall cause all *subcontractors* and all other *persons* directly or indirectly controlled by or affiliated with the contractor and all *persons* directly or indirectly having control of the contractor to comply with GC51.1 and GC51.2 as if they were the contractor.

GC52 (01/01/96) Conflict of Interest

- 52.1 It is a term of this *contract* that no individual, for whom the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders (1994) or the Conflict of Interest and Post-Employment Code for the Public Service (1985) apply, shall derive a direct benefit from this *contract* unless that individual is in compliance with the applicable post-employment provisions.

GC53 (01/10/94) Contractor Status

- 53.1 The contractor shall be engaged under the *contract* as an independent contractor.
- 53.2 The contractor and any employee of the said contractor is not engaged by the *contract* as an employee, servant or agent of Her Majesty.
- 53.3 For the purposes of GC53.1 and GC53.2 the contractor shall be solely responsible for any and all payments and deductions required to be made by law including those required for Canada or Québec Pension Plans, Unemployment Insurance, Worker's Compensation or Income Tax.

GC54 (01/01/96) Human Remains, Archaeological Remains and Items of Historical or Scientific Interest

- 54.1 For the purposes of this clause
- 54.1.1 "human remains" means the whole or any part of a deceased human being, irrespective of the time that has elapsed since death,
- 54.1.2 "archaeological remains" are items, artifacts or things made, modified or used by human beings in antiquity and may include, but not be limited to stone, wood or iron structures or monuments, dump deposits, bone artifacts, weapons, tools, coins and pottery,
- 54.1.3 "items of historical or scientific interest" are naturally occurring or manufactured objects or things of any age that are not archaeological remains but may be of interest to society because of their historical or scientific significance, value, rarity, natural beauty or other quality.
- 54.2 If, during the course of the *work*, the contractor encounters any object, item or thing which is described in GC54.1, or which resembles any object, item or thing described in GC54.1, the contractor shall
- 54.2.1 take all reasonable steps, including stopping *work* in the affected area, to protect and preserve the object, item or thing, and
- 54.2.2 immediately notify the *Engineer* of the circumstances in writing, and
- 54.2.3 take all reasonable steps to minimize additional costs which may accrue as a result of any *work* stoppage.
- 54.3 Upon receipt of a notification in accordance with GC54.2.2, the *Engineer* shall, in a timely manner, determine whether the object, item or thing is one described in, or contemplated by, GC54.1, and

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shall notify the contractor in writing of any action to be performed, or *work* to be carried out by, the contractor as a result of the *Engineer's* determination.

- 54.4 The *Engineer* may, at any time, enlist the services of experts, particularly and archaeologist or historian as appropriate, to assist in the investigation, examination, taking of measurements or other such recordings, placing of permanent protection around or removing of the object, item or thing encountered by the contractor, and monitoring in case of further discoveries, and the contractor shall, to the satisfaction of the *Engineer*, allow them access and cooperate with them in the carrying out of their duties and obligations.
- 54.5 Human remains, archaeological remains and items of historic or scientific interest encountered at the site of the *work* shall remain the property of Her Majesty.
- 54.6 Except as may be otherwise provided for in the *contract*, the provisions of GC30 shall apply.

GC55 (01/01/96) Contaminated Site Conditions

- 55.1 For the purposes of this clause, a contaminated site condition exists when toxic, radioactive or other hazardous substances or *materials*, or other pollutants, are found to be present at the site of the *work* to the extent that they constitute a hazard, or potential hazard, to the environment, property, or the health or safety of any *person*.
- 55.2 If the contractor encounters a contaminated site condition, or has reasonable grounds to believe that a contaminated site condition exists at the site of the *work*, the contractor shall
- 55.2.1 take all reasonable steps, including stopping the *work*, to ensure that no *person* suffers injury, sickness or death, and that neither property nor the environment is injured or destroyed as a result of the contaminated site conditions, and
- 55.2.2 immediately notify the *Engineer* of the circumstances in writing, and
- 55.2.3 take all reasonable steps to minimize additional costs which may accrue as a result of any *work* stoppage.
- 55.3 Upon receipt of a notification in accordance with GC55.2.2, the *Engineer* shall, in a timely manner, determine whether a contaminated site condition as described in, or contemplated by, GC55.1, exists, and shall notify the contractor in writing of any action to be taken, or *work* to be performed, by the contractor as a result of the *Engineer's* determination.
- 55.4 If the contractor's services are required by the *Engineer*, the contractor shall follow the direction of the *Engineer* with regard to any excavation, treatment and disposal of the contaminated substances or *materials*.
- 55.5 The *Engineer* may at any time, and at the *Engineer's* sole discretion, enlist the services of experts and specialty contractors to assist in determining the existence of, and the extent and treatment of the contaminated site conditions, and the contractor shall, to the satisfaction of the *Engineer*, allow them access and cooperate with them in the carrying out of their duties and obligations.
- 55.6 Except as may be otherwise provided for in the *contract*, the provisions of GC30 shall apply.

GC56 (01/01/96) Certification - Contingency Fees

- 56.1 The contractor certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay or agree to pay a contingency fee for the solicitation, negotiation

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or obtaining of this *contract* to any *person* other than an employee acting in the normal course of the employee's duties.

- 56.2 All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the *contract* shall be subject to the accounts and audit provisions of the *contract*.
- 56.3 If the contractor certifies falsely under this section or is in default of the obligations contained therein, the *Minister* may either take the *work* out of the contractor's hands in accordance with the provisions of the *contract* or recover from the contractor by way of reduction to the *contract* amount or otherwise the full amount of the contingency fee.
- 56.4 In this section:
- 56.4.1 "contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government contract or negotiating the whole or any part of its terms;
- 56.4.2 "employee" means a person with whom the contractor has an employer/employee relationship;
- 56.4.3 "person" includes an individual or a group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbyist Registration Act*, R.S. 1985 c.44 (4th Supplement) as the same may be amended from time to time.

GC57 (01/12/00) Non-discrimination in Hiring and Employment of Labour

- 57.1 For the purpose of this clause and without restricting the provision of GC1.1.7, "persons" include the Contractor, its subcontractors, its sub-subcontractors and their respective employees, agents, licensees or invitees, and any other individual granted access to the site of the work.
- 57.2 Without restricting the provisions of GC 19.5,
- 57.2.1 the Contractor shall, within two (2) working days immediately following receipt of a written complaint alleging a breach of Section 9 of the Labour Conditions at the site of the work,
- 57.2.1.1 cause to have issued a written direction to the person or persons named by the complainant to cease all actions that form the basis of the complaint; and
- 57.2.1.2 forward, by registered mail, two copies of the complaint, one to the Engineer and one to HRDC-Labour, to the attention of the appropriate Director as described in the Labour Conditions;
- For the purpose of this clause "HRDC-Labour" means the labour component of the federal Department of Human Resources.
- 57.2.2 the Contractor shall,
- 57.2.2.1 within twenty four (24) hours immediately following receipt of a direction from the Engineer to do so, cause to have removed from the site of the

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work any person or persons whom the Engineer believes is in breach of Section 9 of the Labour Conditions; and

- 57.2.2.2 no later than thirty (30) days after receipt of the direction, cause to have the necessary action commenced to remedy the breach described in the direction;
- 57.2.3 if a direction is issued pursuant to GC57.2.2, Her Majesty may withhold from monies that are due and payable to the Contractor or set-off pursuant to TP7, whichever is applicable, an amount representing the sum of the costs and payment referred to in GC57.2.4 and GC57.2.5 respectively;
- 57.2.4 if the Contractor fails to proceed in accordance with GC57.2.2.2, the Engineer shall take the necessary action to:
 - 57.2.4.1 have the breach remedied; and
 - 57.2.4.2 determine all supplementary costs incurred by Her Majesty;
- 57.2.5 Her Majesty may make a payment directly to the complainant from monies that are due and payable to the Contractor upon receipt from the complainant of:
 - 57.2.5.1 a written award issued pursuant to the federal *Commercial Arbitration Act*, R.S., 1985, c. C-34.6; or
 - 57.2.5.2 a written award issued pursuant to the *Canadian Human Rights Act*, R.S., 1985, c. H-6; or
 - 57.2.5.3 a written award issued pursuant to provincial or territorial human rights legislation; or
 - 57.2.5.4 a judgment issued by a court of competent jurisdiction.
- 57.2.6 If the Engineer is of the opinion that the Contractor has breached any of the provisions of GC57, the Minister may take the work out of the Contractor's hands pursuant to GC38.
- 57.2.7 the Contractor shall ensure that the provisions of this General Condition are included in all contracts issued as a consequence of this work.

GC58 (12/05/00) Applicable Laws

- 58.1 The Contractor shall comply with all legislative and regulatory provisions whether federal, provincial or municipal applicable to the performance of the Work.
- 58.2 Unless otherwise provided in the Contract, the Contractor shall obtain all permits and hold all certificates and licences for the performance of the Work.
- 58.3 From time to time, the Engineer may request that the Contractor provide evidence that it complies with all applicable legislative and regulatory provisions and that it holds all required permits, certificates and licences. Such evidence shall be provided within the time set in the request or as otherwise stipulated in the Contract.

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R0202D (12/05/00) General Conditions "C"

Effective 01/12/00, this clause is superseded by R0202D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

R0203D (01/12/00) Fair Wages and Hours of Labour - Labour Conditions

Public Works and Government Services Canada

- 01 Interpretation
- 02 General Fair Wage Clause
- 03 Hours of Work
- 04 Labour Conditions to be Posted
- 05 The Contractor to Keep Records which are to be Kept Open for Inspection
- 06 Departmental Requirements before Payment made to Contractor
- 07 Authority to pay Wages in the Event of Default by the Contractor
- 08 Conditions of Subcontracting
- 09 Non-discrimination in Hiring and Employment of Labour

01 (01/12/00) Interpretation

1. In these Conditions

"*Act*" means the Fair Wages and Hours of *Labour Act*;

"*Regulations*" means the Fair Wages and Hours of Labour Regulations made pursuant to the Act;

"*Contract*" means the contract of which these Labour Conditions are part;

"*Contracting Authority*" means the department of Government or a crown corporation with whom the contract is made;

"*Contractor*" means the person who has entered into the contract with the contracting authority;

"*Regional Director*" means the director of a regional office of the Department of Human Resources Development or the director's designated representative;

"*Inspector*" has the meaning assigned to the term by Part III of the Canada Labour Code.

"*Minister*" means the Minister of Labour of Canada;

"*persons*" means those workers employed by the contractor, subcontractor or any other person doing or contracting to do the whole or any part of the work contemplated by the contract;

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02 (01/12/00) General Fair Wage Clause

1. All persons in the employ of the *Contractor*, subcontractor, or any other person doing or contracting to do the whole or any part of the work contemplated by the *Contract*, shall during the continuance of the work:
 - (a) be paid fair wages that is, such wages as are generally accepted as current for competent workers in the district in which the work is being performed for the character or class of work in which such workers are respectively engaged; and
 - (b) in all cases, be paid no less than the minimum hourly rate of pay established by the Labour Program of the Department of Human Resources Development in the Fair Wage Schedules which form a part of this *Contract* as Appendix A to these Labour Conditions; and
 - (c) for contracts covering work performed in the province of Quebec, be paid at least the wage rates established by that province for the purposes of the Quebec "Construction Decree".
2. Where there is no wage rate in the schedules referred to in 1. for a particular character or class of work, the *Contractor* shall pay wages for that character or class of work at a rate not less than the rate for an equivalent character or class of work.
3. Where during the term of the *Contract*, the *Contractor* receives notice from the *Contracting Authority* of any change in wage rates, the *Contractor* shall pay not less than the changed wage rate beginning on the first day after receipt, by the *Contractor*, of the notice of the change in wage rates.

03 (01/12/00) Hours of Work

1. The hours of work in a day and in a week of *persons* employed in the execution of the *Contract*, including the hours of work in excess of which a person shall be paid overtime at a rate at least equal to one and one half times the fair wage, are the hours of work for the province in which the work is being performed as set out from time to time in an Act of that province.
2. The daily or weekly hours of work referred to in paragraph 1. may be exceeded in accordance with the applicable provincial law.

04 (01/12/00) Labour Conditions to be Posted

For the information and the protection of all *persons*, the *Contractor* agrees to post and keep posted, in a conspicuous place on the premises where work contemplated by the *Contract* is being carried out or on premises occupied or used by persons engaged in carrying out such work, a copy of these Labour Conditions, and a copy of the applicable Fair Wage Schedules along with any subsequent changes.

05 (01/12/00) The Contractor to Keep Records which are to be Kept Open for Inspection

1. The *Contractor* agrees to keep books and records showing the names, addresses, classifications of employment and work of all workers employed under the *Contract*, the rate of wages to be paid, the wages paid and the daily hours worked by the workers.
2. The *Contractor* also agrees that the *Contractor's* books, records and premises will be open at all reasonable times for inspection by an *Inspector*.
3. The *Contractor* also agrees to furnish the *Inspector* and the *Contracting Authority*, on request, with such further information as is required to ascertain that the requirements of the *Act*, the *Regulations*

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and the *Contract* with respect to wages, hours of work and other labour conditions have been complied with.

06 (01/12/00) Departmental Requirements before Payment made to Contractor

1. The *Contractor* agrees that the *Contractor* will not be entitled to payment of any money otherwise payable under the *Contract* until the *Contractor* has filed with the *Contracting Authority* in support of a claim for payment a sworn statement:
 - (a) that the *Contractor* has kept the books and records required by these *Regulations*,
 - (b) that there are no wages in arrears in respect of work performed under the *Contract*, and
 - (c) that to the *Contractor's* knowledge, all the conditions in the *Contract* required by the *Act* and the *Regulations* have been complied with.
2. The *Contractor* also agrees that, where fair wages have not been paid by the *Contractor* to persons employed under the *Contract*, the *Contracting Authority* shall withhold from any money otherwise payable under the *Contract* to the *Contractor* the amount necessary to ensure that fair wages are paid to all employees until fair wages are paid.

07 (01/12/00) Authority to pay Wages in the Event of Default by the Contractor

1. The *Contractor* agrees that where the *Contractor* is in default of payment of fair wages to an employee, the *Contractor* will pay the *Minister* the amount the *Contractor* is in default.
2. The *Contractor* agrees that where the *Contractor* fails to comply with paragraph 1., the *Contracting Authority* will pay to the Receiver General, out of any money otherwise payable to the *Contractor*, the amount for which the *Contractor* is in default.

08 (01/12/00) Conditions of Subcontracting

The *Contractor* and the subcontractor agree that in subcontracting any part of the work contemplated by the *Contract*, they will place in the subcontract the conditions respecting fair wages, hours of work and other labour conditions set out in the *Contract* and the requirements set out in Section 4. The *Contractor* further agrees that the *Contractor* will be responsible for carrying out these conditions in the event the subcontractor fails to carry them out.

09 (01/12/00) Non-discrimination in Hiring and Employment of Labour

1. The *Contractor* agrees that in the hiring and employment of workers to perform any work under the *Contract*, the *Contractor* will not refuse to employ and will not discriminate in any manner against any person because
 - (a) of that person's race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, disability, conviction for which a pardon has been granted, or family status;
 - (b) of the race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, disability, conviction for which a pardon has been granted, or family status of any person having a relationship or association with that person, or
 - (c) a complaint has been made or information has been given in respect of that person relating to an alleged failure by the *Contractor* to comply with subparagraph (a) or (b).

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R0203D (16/02/98) Labour Conditions "D"

Effective 01/12/00, this clause is superseded by R0203D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

R0204D (13/12/02) Insurance Conditions "E"

GENERAL CONDITIONS

- IC 1 Proof of Insurance
- IC 2 Risk Management
- IC 3 Payment of Deductible
- IC 4 Litigation Rights

GENERAL INSURANCE COVERAGES

- GIC 1 Insured
- GIC 2 Period of Insurance
- GIC 3 Proof of Insurance
- GIC 4 Notification

COMMERCIAL GENERAL LIABILITY

- CGL 1 Scope of Policy
- CGL 2 Coverages/Provisions
- CGL 3 Additional Exposures
- CGL 4 Insurance Proceeds
- CGL 5 Deductible

BUILDER'S RISK - INSTALLATION FLOATER-ALL RISKS

- BR 1 Scope of Policy
- BR 2 Property Insured
- BR 3 Insurance Proceeds
- BR 4 Amount of Insurance
- BR 5 Deductible
- BR 6 Subrogation
- BR 7 Exclusion Qualifications

GENERAL CONDITIONS

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IC 1 (13/12/02) Proof of Insurance

Within thirty (30) days after acceptance of the Contractor's tender, the Contractor shall, unless otherwise directed in writing by the Contracting Officer, deposit with the Contracting Officer an Insurer's Certificate of Insurance in the form displayed in this document and, if requested by the Contracting Officer, the originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Insurance Coverage Requirements shown hereunder.

IC 2 (01/10/94) Risk Management

The provisions of the Insurance Coverage Requirements contained hereunder are not intended to cover all of the Contractor's obligations under GC8 of the General Conditions "C" of the contract. Any additional risk management measures or additional insurance coverages the Contractor may deem necessary to fulfill its obligations under GC8 shall be at its own discretion and expense.

IC 3 (01/10/94) Payment of Deductible

The payment of monies up to the deductible amount made in satisfaction of a claim shall be borne by the Contractor.

IC 4 (13/12/02) Litigation Rights

It is understood and agreed that where any suit is instituted for or against Canada which the Insurer, or Insurers would, but for this clause, have the right to pursue or defend on behalf of Canada under these insurance policies, the Insurer shall promptly contact the Attorney General of Canada to agree on the legal strategies by sending a registered letter to:

Senior General Counsel
Civil Litigation Section
Department of Justice
Kent and Wellington Streets
Ottawa, Ontario K1A 0H8

The notification referred to herein must be followed, within a reasonable period, by an information copy to the Contracting Officer identified in the tender documents. The Insurer also agrees that Canada reserves the right to co-defend any action brought against Canada. However, all expenses incurred by Canada to co-defend such actions would be at Canada's expense.

INSURANCE COVERAGE REQUIREMENTS

PART I GENERAL INSURANCE COVERAGES (GIC)

GIC 1 (01/10/94) Insured

Each insurance policy shall insure the Contractor, and shall include, as an Additional Named Insured, Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and of Supply and Services.

GIC 2 (13/12/02) Period of Insurance

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Unless otherwise directed in writing by the Contracting Officer or otherwise stipulated elsewhere in these Insurance Conditions, the policies required hereunder shall be in force and be maintained from the date of contract award until the day of issue of the Engineer's Final Certificate of Completion.

GIC 3 (01/10/94) Proof of Insurance

Within twenty five (25) days after acceptance of the Contractor's tender, the Insurer shall, unless otherwise directed in writing by the Contractor, deposit with the Contractor an Insurer's Certificate of Insurance in the form displayed in this document and, if requested, the originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the requirements of these Insurance Coverages.

GIC 4 (01/10/94) Notification

Each Insurance policy shall contain a provision that thirty (30) days prior written notice shall be given by the Insurer to Her Majesty in the event of any material change in or cancellation of coverage. Any such notice received by the Contractor shall be transmitted forthwith to Her Majesty.

PART II COMMERCIAL GENERAL LIABILITY

CGL 1 (01/10/94) Scope of Policy

The policy shall be written on a form similar to that known and referred to in the insurance industry as IBC 2100 - Commercial General Liability policy (Occurrence form) and shall provide for limit of liability of not less than \$2,000,000 inclusive for Bodily Injury and Property Damage for any one occurrence or series of occurrences arising out of one cause. Legal or defence costs incurred in respect of a claim or claims shall not operate to decrease the limit of liability.

CGL 2 (01/10/94) Coverages/Provisions

The policy shall include but not necessarily be limited to the following coverages/provisions.

- 2.1 Liability arising out of or resulting from the ownership, existence, maintenance or use of premises by the Contractor and operations necessary or incidental to the performance of this contract.
- 2.2 "Broad Form" Property Damage including the loss of use of property.
- 2.3 Removal or weakening of support of any building or land whether such support be natural or otherwise.
- 2.4 Elevator liability (including escalators, hoists and similar devices).
- 2.5 Contractor's Protective Liability
- 2.6 Contractual and Assumed Liabilities under this contract.
- 2.7 Completed Operations Liability - The insurance, including all aspects of this Part II of these Insurance Conditions shall continue for a period of at least one (1) year beyond the date of the Engineer's Final Certificate of Completion for the Completed Operations.
- 2.8 Cross Liability - The Clause shall be written as follows:

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"Cross Liability - The insurance as is afforded by this policy shall apply in respect to any claim or action brought against any one Insured by any other Insured. The coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each Insured. The inclusion herein of more than one Insured shall not increase the limit of the Insurer's liability."

2.9 Severability of Interests - The Clause shall be written as follows:

"Severability of Interests - This policy, subject to the limits of liability stated herein, shall apply separately to each Insured in the same manner and to the same extent as if a separate policy had been issued to each. The inclusion herein of more than one insured shall not increase the limit of the Insurer's liability."

CGL 3 (01/10/94) Additional Exposures

The policy shall either include or be endorsed to include the following exposures or hazards if the Work is subject thereto:

- 3.1** Blasting
- 3.2** Pile driving and caisson work
- 3.3** Underpinning
- 3.4** Risks associated with the activities of the Contractor on an active airport
- 3.5** Radioactive contamination resulting from the use of commercial isotopes
- 3.6** Damage to the portion of an existing building beyond that directly associated with an addition, renovation or installation contract. (The care, custody and control exclusion shall not apply.)
- 3.7** Marine risks associated with the construction of piers, wharves and docks.

CGL 4 (01/10/94) Insurance Proceeds

Insurance Proceeds from this policy are usually payable directly to a Claimant/Third Party.

CGL 5 (13/12/02) Deductible

The policy shall be issued with a deductible amount of not more than \$10,000 per occurrence applying to Property Damage claims only.

PART III BUILDER'S RISK - INSTALLATION FLOATER- ALL RISKS

BR 1 (01/10/94) Scope of Policy

The policy shall be written on an "All Risks" basis granting coverages similar to those provided by the forms known and referred to in the insurance industry as "Builder's Risk Comprehensive Form" or "Installation Floater - All Risks".

BR 2 (01/10/94) Property Insured

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The property insured shall include:

- 2.1 The Work and all property, equipment and materials intended to become part of the finished Work at the site of the project while awaiting, during and after installation, erection or construction including testing.
- 2.2 Expenses incurred in the removal from the construction site of debris of the property insured, including demolition of damaged property, de-icing and dewatering, occasioned by loss, destruction or damage to such property and in respect of which insurance is provided by this policy.

BR 3 (01/10/94) Insurance Proceeds

- 3.1 Insurance proceeds from this policy are payable in accordance with GC28 of the General Conditions "C" of the contract.
- 3.2 The policy shall provide that the proceeds thereof are payable to Her Majesty or as the Minister may direct
- 3.3 The Contractor shall do such things and execute such documents as are necessary to effect payment of the proceeds.

BR 4 (01/10/94) Amount of Insurance

The amount of insurance shall not be less than the sum of the contract value plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Her Majesty at the site of the project to be incorporated into and form part of the finished Work.

BR 5 (13/12/02) Deductible

The policy shall be issued with a deductible amount of not more than \$10,000.

BR 6 (01/10/94) Subrogation

The following Clause shall be included in the policy:

"All rights of subrogation or transfer of rights are hereby waived against any corporation, firm, individual or other interest, with respect to which, insurance is provided by this policy".

BR 7 (01/10/94) Exclusion Qualifications

The policy may be subject to the standard exclusions but the following qualifications shall apply:

- 7.1 Faulty materials, workmanship or design may be excluded only to the extent of the cost of making good thereof and shall not apply to loss or damage resulting therefrom.
- 7.2 Loss or damage caused by contamination by radioactive material may be excluded except for loss or damage resulting from commercial isotopes used for industrial measurement, inspection, quality control radiographic or photographic use.
- 7.3 Use and occupancy of the project or any part or section thereof shall be permitted where such use and occupancy is for the purposes for which the project is intended upon completion.

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INSURER'S CERTIFICATE OF INSURANCE

(To be completed by Insurer (not broker) and delivered to Public Works and Government Services Canada within 30 days following acceptance of tender)

CONTRACT

Description of Work

Contract No.

Award Date

Location

INSURER

BROKER

Name _____

Name _____

Address _____

Address _____

INSURED

ADDITIONAL NAMED INSURED

Name of Contractor _____ Her Majesty the Queen in right of Canada as
represented by the Minister of Public Works and
Government Services

Address _____ PWGSC Region _____

Address _____

This document certifies that the following policies of insurance are at present in force covering all operations of the Insured, in connection with the contract made between the named insured and Public Works and Government Services Canada:

POLICY

Type	Number	Inception	Expiry	Limits of
Deductible		Date	Date	Liability

Commercial General Liability

Builder's Risk
"All Risks"

Installation Floater
"All Risks"

Other (list)

Each of these policies includes coverages/provisions as specified in the Insurance Coverage Requirements in this document which form part of this contract and each policy has been endorsed to cover Her Majesty

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as an Additional Named Insured. The Insurer agrees to notify Her Majesty and the Named Insured in writing thirty (30) days prior to any material change in, or cancellation of any policy or coverage. The Insurer further agrees to provide the Contracting Officer in writing with the cost, nature and date of each claim within thirty (30) days of its being received by the Insurer and to advise the Contracting Officer in writing of the final settlement thereof.

Name of Insurer's Officer
or Authorized Employee

Telephone Number

Signature

Date

ISSUANCE OF THIS CERTIFICATE SHALL NOT LIMIT OR RESTRICT THE RIGHT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA TO REQUEST AT ANY TIME DUPLICATE CERTIFIED COPIES OF SAID INSURANCE POLICIES.

R0204D (16/02/98) Insurance Conditions "E"

Effective 13/12/02, this clause is superseded by R0204D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

R0205D (13/12/02) Contract Security Conditions "F"

Public Works and Government Services Canada

- CS1 Obligation to Provide Contract Security
- CS2 Prescribed Types and Amounts of Contract Security

CS1 (13/12/02) Obligation to Provide Contract Security

- 1.1 The Contractor shall, at the Contractor's own expense, provide one or more of the forms of contract security prescribed in CS.2.
- 1.2 The Contractor shall deliver to the Contracting Officer the contract security referred to in CS1.1 within fourteen (14) days after the date that the Contractor receives notice that the Contractor's tender or offer was accepted by Her Majesty.

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CS2 (13/12/02) Prescribed Types and Amounts of Contract Security

- 2.1 The Contractor shall deliver to the Engineer pursuant to CS1
- 2.1.1 a performance bond and a labour and material payment bond each in an amount that is equal to not less than 50% of the contract amount referred to in the Articles of Agreement, or
 - 2.1.2 a labour and material payment bond in an amount that is equal to not less than 50% of the contract amount referred to in the Articles of Agreement, and a security deposit in an amount that is equal to
 - 2.1.2.1 not less than 10% of the contract amount referred to in the Articles of Agreement where that amount does not exceed \$250,000, or
 - 2.1.2.2 \$25,000 plus 5% of the part of the contract amount referred to in the Articles of Agreement that exceeds \$250,000, or
 - 2.1.3 a security deposit in an amount prescribed by CS2.1.2 plus an additional amount that is equal to 10% of the contract amount referred to in the Articles of Agreement.
- 2.2 A performance bond and a labour and material payment bond referred to in CS2.1 shall be in a form and be issued by a bonding or surety company that is approved by Her Majesty as identified at web sites <http://www.pwgsc.gc.ca/sos/corporate/sm/chapter-7-e.html> (annexes 7.2 and 7.3) and http://www.tbs-sct.gc.ca/pubs_pol/dcgpubs/Contracting/contractingpol_1_e.html respectively.
- 2.3 The amount of a security deposit referred to in CS2.1.2 shall not exceed \$250,000 regardless of the contract amount referred to in the Articles of Agreement.
- 2.4 A security deposit referred to in CS2.1.2 and CS2.1.3 shall be in the form of
- 2.4.1 a bill of exchange made payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself, or
 - 2.4.2 bonds of or unconditionally guaranteed as to principal and interest by the Government of Canada, or
 - 2.4.3 an irrevocable standby letter of Credit.
- 2.5 For the purposes of CS2.4
- 2.5.1 a bill of exchange is an unconditional order in writing signed by the Contractor and addressed to an approved financial institution, requiring the said institution to pay, on demand, at a fixed or determinable future time a sum certain of money to, or to the order of, the Receiver General for Canada, and
 - 2.5.2 if a bill of exchange is certified by a financial institution other than a chartered bank then it must be accompanied by a letter or stamped certification confirming that the financial institution is in at least one of the categories referred to in CS2.5.3.
 - 2.5.3 an approved financial institution is
 - 2.5.3.1 a corporation or institution that is a member of the Canadian Payments Association,

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- 2.5.3.2 a corporation that accepts deposits that are insured, to the maximum permitted by law, by the Canadian Deposit Insurance Corporation or the "Régie de l'assurance-dépôts du Québec",
- 2.5.3.3 a corporation that accepts deposits from the public and repayment of the deposits is guaranteed by Her Majesty in right of a province,
- 2.5.3.4 a corporation, association or federation incorporated or organized as a credit union or cooperative credit society that conforms to the requirements of a credit union which are more particularly described in paragraph 137(6)(b) of the *Income Tax Act*,
- 2.5.3.5 Canada Post Corporation.
- 2.5.4 The bonds referred to in CS2.4.2 shall be
 - 2.5.4.1 made payable to bearer, or
 - 2.5.4.2 accompanied by a duly executed instrument of transfer of the bonds to the Receiver General for Canada in the form prescribed by the *Domestic Bonds of Canada Regulations*, or
 - 2.5.4.3 registered, as to principal or as to principal and interest in the name of the Receiver General for Canada pursuant to the *Domestic Bonds of Canada Regulations*, and
 - 2.5.4.4 provided on the basis of their market value current at the date of the Contract.
- 2.5.5 The irrevocable standby letter of Credit referred to in CS2.4.3 shall be
 - 2.5.5.1 an arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its own behalf, is to make a payment to or to the order of Canada, as the beneficiary, or is to accept and pay bills of exchange drawn by Canada, or authorizes another financial institution to effect such payment, or accept and pay such bills of exchange, or authorizes another financial institution to negotiate, against written demand(s) for payment provided that the terms and conditions of the letter of credit are complied with.
 - 2.5.5.2 states the face amount which may be drawn against it
 - 2.5.5.3 states its expiry date
 - 2.5.5.4 provides for sight payment to the Receiver General for Canada by way of the financial institutions' draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his/her office;
 - 2.5.5.5 provides that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the Letter of Credit;
 - 2.5.5.6 provides that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice for Documentary Credits, 1993 Revision, ICC Publication No. 500;
 - 2.5.5.7 clearly specifies that it is irrevocable or deemed to be irrevocable pursuant to article 6(c) of the International Chamber of Commerce (ICC) Uniform Customs and Practice for Documentary Credits, 1993 Revision, ICC Publication No. 500; and

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2.5.5.8 is issued or confirmed, in either official language, by a financial institution which is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Conformer. The format is left to the discretion of the Issuer or Conformer.

R0205D (12/05/00) Contract Security Conditions "F"

Effective 13/12/02, this clause is superseded by R0205D.

R0206D (13/12/02) Submission of Quotation for Contemplated Change Notices

Public Works and Government Services Canada

- 01 Submission of Quotation for Contemplated Change Notices
- 02 General
- 03 Hourly Labour Rates
- 04 Material, Plant and Equipment Costs
- 05 Allowance to the Contractor or Subcontractor on Work by Own Forces
- 06 Allowance to Contractor on Work Performed by Its Subcontractors

01 (13/12/02) Submission of Quotation for Contemplated Change Notices

- 1.1 If the Engineer determines that the cost of the work will be affected due to a contemplated change, the Contractor shall submit a quotation to the Engineer in accordance with the instructions specified herein.

02 (13/12/02) General

- 2.1 Quotations for Contemplated Change Notices must include a detailed breakdown of all labour, material, plant and equipment costs incurred by the Contractor. Quotations from subcontractors involved in the change must also be supported by similarly detailed breakdowns of the subcontractors' costs.
- 2.2 It is the responsibility of the Contractor to ensure that all subcontractors' quotations included in the Contractor's quotation to the Engineer are fair and reasonable in view of the terms expressed herein.
- 2.3 The labour hours required for the contemplated change shall be based on the estimated number of hours to perform the work.

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- 2.4 Time spent by a working foreman may be included in the number of labour hours, at a rate agreed to in writing by the Contractor and the Engineer.
- 2.5 Time attributable to material handling, productivity factors and approved rest periods is to be included in the number of hours required by the contemplated change and will not be paid as a separate item under hourly rates.
- 2.6 Markups referred to in Sections 5 and 6 below are not to be included in the hourly labour rates.
- 2.7 Credit for work deleted will only be for the work directly associated with the changes stipulated in the particular Contemplated Change Notice.
- 2.8 When a change deletes work which has not yet been performed, the Engineer is entitled to an adjustment in the Contract Amount equal to the cost the contractor would have incurred had the work not been deleted.
- 2.9 Markups referred to in Sections 5 and 6 below shall not be applied to any credit amounts for deleted work.
- 2.10 In those cases where the change involves additions and deletions to the work, the percentage markups referred to in Sections 5 and 6 below shall apply only when the cost of the additions minus the cost of the deletions would result in an increase in the Contract Amount. The percentage allowance shall only be applied to that portion of the costs of the additions that is in excess of the cost of the deletions.
- 2.11 If the contemplated change in the work necessitates a change in the contract completion date, or has an impact on the work, the Contractor shall identify and include the resulting cost in the breakdown of its quotation to the Engineer.
- 2.12 The work shall conform to the contract documents unless otherwise stated in the Contemplated Change Notice, Change Order or Site Instruction signed by the Engineer.
- 2.13 Upon acceptance of the Contractor's quotation by the Engineer, the Engineer shall prepare and issue the formal Change Order.

03 (13/12/02) Hourly Labour Rates

- 3.1 The hourly labour rates listed in the Contractor's quotation shall be determined in accordance with the collective agreements that are applicable at the site of the work and shall include
 - 3.1.1 the base rate of pay;
 - 3.1.2 vacation pay;
 - 3.1.3 benefits which includes
 - 3.1.3.1 welfare contributions;
 - 3.1.3.2 pension contributions;
 - 3.1.3.3 union dues;
 - 3.1.3.4 training and industry funds contributions; and

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- 3.1.3.5 other applicable benefits, if any, that can be substantiated by the Contractor.
- 3.1.4 statutory and legislated requirements, assessed and payable under statutory authority, which includes
 - 3.1.4.1 Employment Insurance contributions;
 - 3.1.4.2 Canada Pension Plan or Quebec Pension Plan contributions;
 - 3.1.4.3 Worker's Compensation Board or *Commission de la santé et de la sécurité du travail* premiums;
 - 3.1.4.4 Public Liability and Property Damage insurance premiums; and
 - 3.1.4.5 health tax premiums.
- 3.2 In the case of nonunion labour, all rates claimed shall be in accordance with the terms of the Labour Conditions forming part of this contract and the Contractor must provide satisfactory proof of the rates actually paid. Nonunion rates shall not exceed rates payable under any applicable collective trade agreement unless approved in writing by the Engineer.
- 04 (13/12/02) Material, Plant and Equipment Costs**
 - 4.1 The costs of all purchases and rentals must be based on the actual amount paid to the suppliers by the Contractor or subcontractor and said costs are to include all applicable discounts.
- 05 (13/12/02) Allowance to the Contractor or Subcontractor on Work by Own Forces**
 - 5.1 A markup, equal to 20% of the cost of all labour, material, plant and equipment furnished or supplied by the Contractor or subcontractor that is required by the contemplated change, shall be added to the Contractor's or subcontractor's quotation as full compensation for: 1 all supervision, coordination, administration, overhead, margin and the risk of undertaking the work within the stipulated amount; plus
 - 5.2.1 miscellaneous additional costs related to
 - 5.2.1.1 the purchase or rental of material, plant and equipment;
 - 5.2.1.2 the purchase of small tools and supplies;
 - 5.2.1.3 safety and protection measures; and
 - 5.2.1.4 permits, bonds, insurance, engineering, as built drawings, commissioning and site office.
- 06 (13/12/02) Allowance to Contractor on Work Performed by Its Subcontractors**
 - 6.1 A markup, equal to 15% of the total of all quotations received from subcontractors, shall be added to the Contractor's quotation as full compensation for: 1 all supervision, coordination, administration, overhead, margin and the risk of undertaking the work within the stipulated amount; plus
 - 6.1.2 miscellaneous costs related to

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6.1.2.1 safety and protection measures; and

6.1.2.2 permits, bonds, insurance, engineering, as built drawings, commissioning and site office.

R0207D (13/12/02) Dispute Resolution - Conditions "G"

Public Works and Government Services Canada

- DR 01 Interpretation
- DR 02 Consultation and Co-operation
- DR 03 Authority of Engineer
- DR 04 Negotiation
- DR 05 Mediation
- DR 06 Binding Arbitration
- DR 07 Disputes Not Subject to Arbitration
- DR 08 Confidentiality
- DR 09 Settlement

DR 01 (13/12/02) Interpretation

1.1 In these Dispute Resolution Conditions and in the Rules attached hereto, "arbitral question of law" means a question of law that:

1.1.1 is capable of determination by arbitration under the laws of Canada, and

1.1.2 does not involve interpretation or application of public law of Canada, including without limitation any matter of constitutional, administrative, criminal or tax law, and

1.1.3 concerns:

1.1.3.1 the formation, validity, interpretation, application or enforce ability of the contract;

1.1.3.2 the performance, breach, termination or other discharge of the contract;

1.1.3.3 the rights, duties, obligations or remedies of parties created by or pursuant to the contract; or

1.1.3.4 any other issue of private law that may arise between parties relative to performance of the contract;

"dispute" means any disagreement regarding any issue identified by the Contractor in the notice submitted to the Engineer in accordance with DR 3.2, and includes any claim by the Contractor arising from such disagreement and any counterclaim by Her Majesty, but does not include any claim by either party for punitive or exemplary damages, injury to persons, death, or any claim based on an allegation of libel or slander;

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"working day" means a day other than a Saturday, Sunday, or a holiday which is observed by the construction industry in the area of the place of the work.

- 1.2 The alternative dispute resolution procedures set out in these Dispute Resolution Conditions do not apply to any claim by Her Majesty against the Contractor except any counterclaim in a dispute as defined in this DR 01 Interpretation, including, but not limited to, any claim of set off regarding any amount due to Her Majesty under GC37 of the General Conditions.

DR 02 (13/12/02) Consultation and Co-operation

- 2.1 The parties agree to maintain open and honest communication throughout the performance of the contract.
- 2.2 The parties agree to consult and cooperate with each other in the furtherance of the work and the resolution of problems or differences which may arise.

DR 03 (13/12/02) Authority of Engineer

- 3.1 Any difference between the parties to the contract of any nature arising out of or in connection with the contract which could result in a claim by the Contractor against Her Majesty, and which is not settled by consultation and cooperation as envisaged in DR 02 Consultation and Co-operation, shall be resolved in the first instance by the Engineer, whose written decision or direction shall be final and binding subject only to the provisions of these Dispute Resolution Conditions "G." Such written decision or direction includes, but is not limited to, any written decision or direction by the Engineer under any provision of the General Conditions.
- 3.2 The Contractor shall be deemed to have accepted the decision or direction of the Engineer referred to in DR 3.1 and to have expressly waived and released Her Majesty from any claim in respect of the particular matter dealt within that decision or direction unless, within fifteen (15) working days after receipt of the decision or direction, the Contractor submits to the Engineer a written notice of dispute requesting formal negotiation under DR 04 Negotiation. Such notice shall refer specifically to DR 04 Negotiation and shall specify the issues in contention and the relevant provisions of the contract.
- 3.3 The giving of a written notice in accordance with DR 3.2 shall not relieve the Contractor from complying with the decision or direction that is the subject of the dispute. Such compliance, however, shall not be construed as an admission by the Contractor of the correctness of such decision or direction.
- 3.4 If a dispute is not resolved promptly, the Engineer shall give such instructions as, in the Engineer's opinion, are necessary for the proper performance of the work and to prevent delays pending a resolution of the matter. Unless the Minister terminates the contract, orders the Contractor to suspend the work, or takes the work out of the hands of the Contractor, the Contractor shall continue to perform the work in accordance with the provisions and requirements of the contract and the instructions of the Engineer. Such performance shall not prejudice any claim that the Contractor may have.
- 3.5 Nothing in these Dispute Resolution Conditions relieves the Contractor from its obligation to provide any other notice required by the Contract within the time specified in the Contract, including, but not limited to, any notice required under GC35 of the General Conditions.

DR 04 (13/12/02) Negotiation

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- 4.1 Within ten (10) working days after receipt by the Engineer of a notice referred to in DR 3.2, or within such other period of time as may be mutually agreed to, the parties shall commence formal negotiations in order to resolve the dispute. Negotiations shall occur initially between representatives of the Contractor and Her Majesty who play a direct supervisory role in the performance or management of the contract.
- 4.2 If the representatives referred to in DR 4.1 are unable to resolve some or all of the issues which are the subject of the negotiations within ten (10) working days, the parties shall refer the remaining issues which are in dispute to a second level of negotiation between a principal or principals of the Contractor and a senior level manager or senior level managers representing Her Majesty.
- 4.3 If negotiations fail to resolve the dispute within thirty (30) working days from the date of delivery of the notice referred to in DR 3.2, or within such longer period as may have been agreed to by the parties, the Contractor may, by giving written notice to the Engineer, in accordance with GC11 of the General Conditions, within ten (10) working days from the end of such period, request that mediation be undertaken to assist the parties to reach agreement on the outstanding issues.
- 4.4 If the Contractor does not request mediation within the period permitted by DR 4.3, the Contractor shall be deemed to have accepted the decision or direction of the Engineer under DR 3.1 and to have expressly waived and released Her Majesty from any claim in respect of the particular matter dealt within that decision or direction.

DR 05 (13/12/02) Mediation

- 5.1 If the Contractor has requested mediation in accordance with DR 4.3, mediation shall be conducted in accordance with the current issue of the Public Works and Government Services Canada rules for mediation of construction contract disputes attached hereto as Dispute Resolution Rules for Mediation (Construction Contract).
- 5.2 If a Project Mediator has not previously been appointed for the purposes of the contract, a Project Mediator shall be appointed in accordance with Dispute Resolution Rules for Mediation forthwith after delivery of a notice in accordance with DR 4.3 requesting mediation.
- 5.3 If the dispute has not been resolved within
- 5.3.1 ten (10) working days following the appointment of a Project Mediator in accordance with DR 5.2, if a Project Mediator was not previously appointed, or
 - 5.3.2 ten (10) working days following receipt by the Engineer of a written notice in accordance with DR 4.3, if a Project Mediator was previously appointed, or
 - 5.3.3 such other longer period as may have been agreed to by the parties,
- the Project Mediator shall terminate the mediation by giving written notice to the parties stating the effective date of termination.

DR 06 (13/12/02) Binding Arbitration

- 6.1 If mediation of the dispute is terminated pursuant to the provisions of DR 05 Mediation, and
- 6.1.1 the termination of mediation occurs prior to the applicable date set out in DR 6.4, and
 - 6.1.2 the disputed issues involve issues of fact or issues of arbitral questions of law or issues of mixed fact and arbitral questions of law,

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either party, by giving notice in writing to the other party in accordance with GC11 of the General Conditions, may require that the dispute be resolved by binding arbitration pursuant to this DR 06 Binding Arbitration.

- 6.2 A notice referred to in DR 6.1 shall be given within ten (10) working days of the date of termination of mediation under DR 05 Mediation. If delivered personally, a notice to the Contractor shall be delivered to the Contractor if the Contractor is doing business as a sole proprietor or, if the Contractor is a partnership or corporation, to an officer thereof.
- 6.3 If no notice is given within the period set out in DR 6.2, or if the conditions set out in DR 6.1.1 and DR 6.1.2 are not met, the arbitration provisions set out in this DR 06 Binding Arbitration do not apply to the dispute.
- 6.4 Unless otherwise agreed, the arbitration of the dispute shall be held in abeyance until the earlier of
- 6.4.1 the date of issuance of an Interim Certificate of Completion under GC44.2 of the General Conditions,
 - 6.4.2 the date the work is taken out of the Contractor's hands,
 - 6.4.3 the date of termination of the contract,
- and consolidated with all other such disputes into a single arbitration.
- 6.5 Arbitral proceedings under this DR 06 Binding Arbitration shall be governed by and conducted in accordance with the Commercial Arbitration Act, R.S.C. 1985, c.17 (2nd Supp.) and the provisions of the Public Works and Government Services Canada rules for arbitration of construction contract disputes attached hereto as Dispute Resolution Rules for Arbitration (Construction Contract).
- 6.6 For the purposes of calculating time under the Rules for Arbitration referred to in DR 6.5, arbitration proceedings shall commence on the applicable date set out in DR 6.4.
- 6.7 Notwithstanding anything else contained in this DR 06 Binding Arbitration, the arbitration provisions in this DR 6 do not apply if the aggregate amount of all claims by the Contractor required to be arbitrated on the applicable date set out in DR 6.4 is less than \$25,000.

DR 07 (13/12/02) Disputes Not Subject to Arbitration

- 7.1 Where the arbitration provisions in DR 06 Binding Arbitration do not apply to a dispute as a result of DR 6.3 or DR 6.7, either party may take such court action or proceedings as it considers appropriate, including, without limiting the foregoing, all suits that would otherwise have been immediately available to it but for the provisions of these Dispute Resolution Conditions. Subject to the provisions of DR 7.2, the Contractor shall initiate any such action or proceeding no later than three calendar months after the date that a Final Certificate of Completion is issued under GC44.1 of the General Conditions and not afterwards.
- 7.2 Any action or proceeding resulting from a direction under GC32 of the General Conditions shall be initiated by the Contractor no later than three calendar months after the expiry of the warranty or guarantee period and not afterwards.

DR 08 (13/12/02) Confidentiality

- 8.1 All information exchanged during alternative dispute resolution procedures, by whatever means, shall be without prejudice and shall be treated as confidential by the parties and their

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representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during an alternative dispute resolution process.

DR 09 (13/12/02) Settlement

- 9.1 Any agreement to settle all or any part of a dispute, by whatever means, shall be in writing and be signed by the parties or their authorized representatives.
-

R0208D (13/12/02) Dispute Resolution - Rules for Mediation

Public Works and Government Services Canada

- RM 01 Interpretation
- RM 02 Application
- RM 03 Communications
- RM 04 Appointment of Project Mediator
- RM 05 Confidentiality
- RM 06 Time and Place of Mediation
- RM 07 Representation
- RM 08 Procedure
- RM 09 Settlement Agreement
- RM 10 Termination of Mediation
- RM 11 Costs
- RM 12 Subsequent Proceedings

RM 01 (13/12/02) Interpretation

- 1.1 Terms defined in the Contract and used in these Rules shall have the meaning assigned to them in the Contract.
- 1.2 "Dispute Resolution Coordinator" or "Coordinator" means the Director, Contract Claims Resolution Board, Public Works and Government Services Canada, Place du Portage Phase III, 7A1, 11 Laurier Street, Hull, Quebec K1A 0S5.

RM 02 (13/12/02) Application

- 2.1 These Rules apply to mediation conducted under the Contract. By mutual agreement, the parties may change or make additions to the Rules.

RM 03 (13/12/02) Communications

- 3.1 Written communications pursuant to these Rules shall be given in the same manner as written notices are to be given pursuant to the Contract.

RM 04 (13/12/02) Appointment of Project Mediator

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- 4.1 The parties to the Contract may, by mutual consent, at any time after entry into the Contract, appoint a mediator (the "Project Mediator") to conduct mediation proceedings in accordance with these Rules for Mediation of Construction Disputes, in regard to any dispute which may arise with regard to the interpretation, application or administration of the Contract. In this case, they shall jointly enter into a contract with the appointed Project Mediator, which contract shall be in a form drafted by the Coordinator and agreed to by the parties.
- 4.2 If the parties do not appoint a Project Mediator pursuant to RM 4.1, the parties shall appoint a Project Mediator within seventeen (17) working days following receipt of a written notice from the Contractor, in accordance with DR 4.3 of Dispute Resolution Conditions "G", requesting that mediated negotiations be undertaken in accordance with these Rules to assist the parties to reach agreement on any outstanding issues which may be in dispute. Any contract entered into with the appointed Project Mediator shall meet the requirements as set out for the contract described in RM 4.1 of these rules.
- 4.3 When mediation is requested by the Contractor pursuant to the terms of the Contract, if the parties have previously entered into a contract with a Project Mediator, the parties shall within two (2) days send to both the Project Mediator and the Coordinator
- 4.3.1 a copy of the written notice of dispute requesting formal negotiation under the terms of the Contract,
 - 4.3.2 a copy of the Engineer's written position in relation to the notice, the issues in contention and the relevant provisions of the contract, and
 - 4.3.3 a copy of the Contractor's written request for mediation required under the terms of the Contract.
- 4.4 If the parties have not agreed on a Project Mediator, the parties shall forthwith provide the Coordinator with the written materials referred to in 4.3.1, 4.3.2 and 4.3.3 of RM 4.3 together with a request that the Coordinator assist in the appointment of a mutually acceptable Project Mediator in accordance with these Rules.
- 4.5 Within five (5) working days following receipt of the request and materials referred to in RM 4.4, the Coordinator shall provide the parties with a list of qualified private sector mediators obtained from an independent and impartial entity, together with instructions to each party to individually and confidentially select and rank their preferred and fully acceptable choices of mediator in descending order. Each mediator listed shall be impartial and independent of the parties, and shall be an experienced and skilled commercial mediator, preferably with knowledge of the subject matter of the dispute.
- 4.6 Within ten (10) working days of receipt of the list referred to in RM 4.5 each party shall comply with the instructions accompanying the list(s) and shall deliver the completed listing to the Coordinator.
- 4.7 Within two (2) working days following receipt of the completed listings, the Coordinator shall select the highest common ranked mediator to act as Project Mediator for the purposes of the contract.
- 4.8 In the event of a tie, the Coordinator shall consult both parties to re-evaluate their rankings in order to assist the Coordinator in selecting a Project Mediator acceptable to both parties. If the parties cannot agree upon a Project Mediator, the Coordinator shall forthwith provide the parties with a second list of mediators and the procedure shall be repeated.
- 4.9 If the parties have not previously entered into a contract with a mutually acceptable Project Mediator, the Coordinator shall use reasonable efforts to negotiate a contract with a mutually

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acceptable Project Mediator on behalf of the parties, which contract shall incorporate or otherwise comply with the provisions of these Rules. If negotiations are unsuccessful, or if for other reason the individual is unwilling or unable to enter into a contract to act as Project Mediator, the Coordinator shall repeat the process with the second-highest common ranked mediator.

- 4.10 The parties agree that, upon successful completion of the negotiations referred to in RM 4.9, they shall jointly enter into an agreement with the selected Project Mediator, which agreement shall be in a form drafted by the Coordinator and agreed to by the parties.
- 4.11 Upon execution of the agreement with the Project Mediator referred to in RM 4.10, the Coordinator shall provide the Project Mediator with copies of the documents referred to in RM 4.3 above.

RM 05 (13/12/02) Confidentiality

- 5.1 Subject to RM 5.2, and unless otherwise agreed in writing by the parties, the Project Mediator, the parties and their counsel or representatives shall keep confidential all matters and documents disclosed during mediation proceedings except where the disclosure is necessary for any implementation of any agreement reached or is required by law.
- 5.2 Evidence that is independently admissible or discoverable in any arbitral or judicial proceeding shall not be rendered inadmissible or non-discoverable by virtue of its use in mediation proceedings.
- 5.3 Neither party shall make transcripts, minutes or other records of a mediation conference.
- 5.4 The personal notes and written opinions of the Project Mediator made in relation to mediation are in the Project Mediator's sole possession and control, are confidential, and may not be used in any subsequent proceeding between the parties or where they are opposed in interest without the express written permission of the parties.
- 5.5 All information exchanged during mediation procedures, by whatever means, shall be without prejudice and shall be treated as confidential by the parties and their representatives, unless otherwise required by law.

RM 06 (13/12/02) Time and Place of Mediation

- 6.1 The Project Mediator, in consultation with the parties shall set the date, time and place of any mediation conference as soon as possible, bearing in mind that, subject to agreement to the contrary between the parties, only ten (10) working days are available within which to attempt to settle the dispute.

RM 7 (13/12/02) Representation

- 7.1 Representatives of the parties may be accompanied at the mediation conference by legal counsel or any other person.
- 7.2 If the Project Mediator is a lawyer, the Project Mediator shall not provide legal advice to a party during the course of the mediation conference, but may recommend that a party obtain independent legal advice before finalizing a settlement agreement.

RM 8 (13/12/02) Procedure

- 8.1 The parties agree to an exchange of all facts, information and documents upon which they intend to rely in any oral or written presentation during the mediation. This exchange shall be completed no later than two (2) working days prior to the date set for a mediation conference.

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- 8.2 The Project Mediator shall be free to meet with the parties individually during a mediation conference if the Project Mediator is of the opinion that this may improve the chances of a mediated settlement, and either party may request such an individual meeting at any time.
- 8.3 The parties may agree to extend the ten (10) working days available for settlement of the dispute through mediation, and the Project Mediator shall record that agreement in writing.

RM 09 (13/12/02) Settlement Agreement

- 9.1 The parties shall record in writing any settlement agreement reached, with sufficient detail to ensure a clear understanding of
- 9.1.1 the issues resolved
 - 9.1.2 any obligations assumed by each party including criteria to determine if and when these obligations have been met, and
 - 9.1.3 the consequences of failure to comply with the agreement reached.
- 9.2 The parties agree to carry out the terms of a settlement agreement as soon as possible and, in any event, within any time periods specified in the agreement.

RM 10 (13/12/02) Termination of Mediation

- 10.1 Either party may withdraw from mediation at any time without reason and, in that event, the Project Mediator shall give each party a written notice terminating the mediation and establishing the effective date of termination.
- 10.2 If, in the opinion of the Project Mediator, either party fails to mediate in good faith or fails to comply with the terms of these Rules, or if the Project Mediator, at any time during mediation, is of the opinion that further negotiations will fail to resolve the issues outstanding, the Project Mediator may terminate the negotiations by providing the parties with a written notice of termination, stating therein the Project Mediator's reasons for the termination, and the effective date of termination.
- 10.3 If a dispute has not been resolved within the 10-day period set out in DR 5.3 of Dispute Resolution Conditions "G" or such other longer period as may have been agreed to by the parties, the Project Mediator shall terminate the mediation by giving written notice to the parties stating the effective date of termination.

RM 11 (13/12/02) Costs

- 11.1 The parties agree that they will each be responsible for the costs of their own representatives and advisors and associated travel and living expenses. Fees and expenses of the Project Mediator and all administrative costs of mediation, such as the cost of the meeting room(s), if any, shall be borne equally by the parties.

RM 12 (13/12/02) Subsequent Proceedings

- 12.1 The parties shall not rely on or introduce as evidence in any arbitral or judicial proceeding, whether or not such proceeding relates to the subject matter of mediation,
- 12.1.1 any document of other parties which are not otherwise producible in those proceedings,
 - 12.1.2 any views expressed or suggestions made by any party in respect of a possible settlement of issues,

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- 12.1.3 any admission made by any party in the course of mediation unless otherwise stipulated by the admitting party,
 - 12.1.4 the fact that any party has indicated a willingness to make or accept a proposal or recommendation for settlement.
 - 12.2 The Project Mediator shall neither represent nor testify on behalf of either of the parties in any subsequent investigation, action or proceeding relating to the issues in mediation proceedings.
 - 12.3 The Project Mediator shall not be subpoenaed to give evidence relating to
 - 12.3.1 the Project Mediator's role in mediation, or
 - 12.3.2 the matters or issues in mediationin any subsequent investigation, action or proceeding and the parties agree to vigorously oppose any effort to have the Mediator so subpoenaed.
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R0209D (13/12/02) Dispute Resolution - Rules for Arbitration

Public Works and Government Services Canada

- RA 1 Interpretation
- RA 2 Arbitration Tribunal
- RA 3 Application
- RA 4 Initiation of Proceedings
- RA 5 Appointment of Tribunal
- RA 6 Preliminary Meeting
- RA 7 Communications
- RA 8 Representation
- RA 9 Conduct of Proceedings
- RA 10 Place of Arbitration
- RA 11 Time Limitations
- RA 12 Statement of Claim and Defence
- RA 13 Further Written Statements
- RA 14 Agreed Statement of Facts
- RA 15 Evidence
- RA 16 Hearings
- RA 17 Default
- RA 18 Arbitral Decision

RA 1 (13/12/02) Interpretation

- 1.1 Terms defined in the Contract and used in these Rules shall have the meaning assigned to them in the Contract.
- 1.2 In these Rules,

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"claimant" means the Contractor;

"Dispute Resolution Coordinator" or "Coordinator" means the Director, Contract Claims Resolution Board, Public Works and Government Services Canada, Place du Portage Phase III, 7A1 11 Laurier Street, Hull, Quebec K1A 0S5; and

"respondent" means Her Majesty.

RA 2 (13/12/02) Arbitration Tribunal

- 2.1 Subject to these Rules, and unless otherwise agreed by the parties, the arbitration tribunal shall consist of a single arbitrator ("the Tribunal") who shall be appointed in accordance with the provisions of the Rules.

RA 3 (13/12/02) Application

- 3.1 These Rules apply to arbitration conducted under the Contract. By mutual agreement, the parties may change or make additions to the Rules.
- 3.3 The scope of the arbitral proceedings shall be limited to the resolution of the dispute submitted to arbitration.
- 3.3 The dispute shall be subject to resolution pursuant to the provisions of these Rules whether or not such resolution requires determination of a question of law if such question of law is an arbitral question of law as defined in the terms and conditions of the Contract.
- 3.4 Arbitral proceedings shall be governed by and in accordance with the *Commercial Arbitration Act*, R.S.C. 1985, c. 17 (2nd Supp.), the Code referred to therein, and the provisions of these Rules, and, subject only to the provisions of the *Commercial Arbitration Act*, the parties agree that the determination and award of the Tribunal shall be final and binding on both parties.
- 3.5 The Tribunal shall not decide the dispute *ex aequo et bono* or as amiable compositeur.
- 3.6 The Tribunal shall decide in accordance with the terms and conditions of the Contract and shall take into account the usages of the trade applicable to the transaction.
- 3.7 The costs of the Tribunal and the arbitration shall be shared equally by the parties and each party shall bear its own costs.

RA 4 (13/12/02) Initiation of Proceedings

- 4.1 Either party may submit a dispute to binding arbitration to the extent permitted under the Contract, by giving notice in writing to the other party in accordance with the requirements of the Contract.
- 4.2 The notice referred to in RA 4.1 shall contain the following:
- 4.2.1 a brief description of the Contract;
 - 4.2.2 a statement of the issue(s) in dispute;
 - 4.2.3 a request that the dispute be referred to binding arbitration;

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- 4.3 A copy of the notice referred to in RA 4.1 shall be given to the Coordinator at the same time it is given to the other party.
- 4.4 Unless otherwise agreed, the arbitration of the dispute shall be held in abeyance and consolidated with all other such disputes into a single arbitration in accordance with the terms of the Contract.

RA 5 (13/12/02) Appointment of Tribunal

- 5.1 No later than ten (10) working days following the date of commencement of arbitration proceedings as set out in DR 6.6, the Coordinator shall assemble and provide the parties with a list of qualified private sector arbitrators obtained from an independent and impartial entity, together with instructions to each party to individually and confidentially select and rank their preferred and fully acceptable choices of arbitrator in descending order.
- 5.2 Within ten (10) working days of receipt of the list referred to in RA 5.1, each party shall comply with the instructions accompanying the list(s) and shall deliver the completed listing to the Coordinator.
- 5.3 Within two (2) working days following receipt of the completed listings, the Coordinator shall select the highest common ranked arbitrator to act as the Tribunal for the purposes of the arbitration.
- 5.4 In the event of a tie, the Coordinator shall consult both parties to re-evaluate their rankings in order to assist the Coordinator in selecting a single arbitrator acceptable to both parties. If the parties cannot agree upon an arbitrator, the Coordinator shall forthwith provide the parties with a second list of arbitrators and the procedure shall be repeated.
- 5.5 In the event that, following the repeated procedure, the Coordinator again fails to select a single arbitrator acceptable to both parties, the Tribunal shall consist of three (3) arbitrators, one arbitrator appointed by each of the parties and the third arbitrator appointed by these two (2) arbitrators.
- 5.6 The Tribunal shall in any event be composed of a person or persons who have experience in the subject matter of the dispute and are independent of either party. Without limiting the generality of the foregoing, the Tribunal shall be at arm's length from both parties and shall not be composed of members of any company, firm, or agency which advises either party, nor shall the Tribunal be composed of a person or persons who are otherwise regularly retained by such parties.
- 5.7 The parties agree that they shall jointly enter into an agreement with the selected Tribunal, which agreement shall be in a form drafted by the Coordinator and agreed to by the parties.
- 5.8 The parties agree that they shall each bear their own costs. Fees and reasonable expenses of the Tribunal and reasonable expenses associated with the conduct of the arbitration shall be borne equally by the parties.

RA 6 (13/12/02) Preliminary Meeting

- 6.1 Unless the parties to the arbitration and the Tribunal otherwise agree, the parties shall meet with the Tribunal within ten (10) working days of the Tribunal's appointment to:
- 6.1.1 settle the location of premises for proceedings and responsibilities for the arrangement;
- 6.1.2 verify addresses for the delivery of written communications to each party and to the Tribunal;
- 6.1.3 present to the Tribunal the issues to be resolved by means of the arbitration;

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- 6.1.4 estimate the length of time the hearing might take and the number of witnesses likely to be produced;
- 6.1.5 determine if a stenographic record or any other type of recording of proceedings should be provided; and
- 6.1.6 determine any other matters pertinent to conduct of the arbitration.

RA 7 (13/12/02) Communications

- 7.1 Subject to RA 7.2, the Tribunal shall not communicate with a party to the dispute except in the presence of the other party.
- 7.2 Notwithstanding RA 7.1, the Tribunal may communicate with the parties separately for the purpose of establishing procedures to be followed or setting the time of a meeting; other exceptions to the general rule shall only be made with the consent in writing of all parties.
- 7.3 If a communication by the Tribunal to one party is in writing, a copy shall be sent to the other party.
- 7.4 If a party sends any written communication to the Tribunal, a copy shall be sent to the other party.
- 7.5 Any communication that is required or permitted to be given to the Tribunal or either party shall be in writing and may be given by delivering the same by facsimile or by mail, postage prepaid, to the address established for the purposes of the Contract in the case of the parties, and to the address provided by the Tribunal in the case of the Tribunal, and such communication shall be deemed to have been received in accordance with the provisions of the General Conditions of the Contract.

RA 8 (13/12/02) Representation

- 8.1 The parties may be represented or assisted by any person during the arbitral proceedings.

RA 9 (13/12/02) Conduct of Proceedings

- 9.1 Subject to the provisions of these Rules, the Tribunal may conduct the arbitration in the manner it considers appropriate. The power conferred upon the Tribunal includes the power to determine the admissibility, relevance, materiality and weight of any evidence.

RA 10 (13/12/02) Place of Arbitration

- 10.1 The Tribunal may meet at any place it considers appropriate for hearing witnesses, experts or the parties, or for inspection of documents, goods or other property. The Tribunal will conduct on-site inspections at the request of either party. Any on-site inspections shall be made in the presence of both parties and their representatives. The proceedings of any on-site inspections shall be recorded as part of the hearing itself.

RA 11 (13/12/02) Time Limitations

- 11.1 The Tribunal may extend or abridge a period of time required in these Rules or fixed or determined by the Tribunal where the Tribunal considers it to be reasonable and appropriate.
- 11.2 Where any proceeding is terminated pursuant to paragraph 25(a) or 32 (2)(a) of the Code referred to in the *Commercial Arbitration Act*, unless the respondent agrees otherwise in writing, such termination is deemed to be a final award dismissing the claim of the claimant.

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RA 12 (13/12/02) Statement of Claim and Defence

- 12.1 Within ten (10) working days after the Tribunal has been appointed, the claimant shall state, in writing, the facts supporting its claim, points at issue and relief or remedy sought, and shall submit the statement to the respondent, the Coordinator, and the Tribunal.
- 12.2 Within ten (10) working days after receipt of the statement of claim, the respondent shall state, in writing, its defence in respect of these particulars and any counterclaim and shall submit its statement to the claimant, the Coordinator and the Tribunal.
- 12.3 Within five (5) working days after receipt of the statement of defence, the claimant may state, in writing, its response to the defence and to any counterclaim, and shall submit its statement to the respondent, the Coordinator and the Tribunal.
- 12.4 A party may amend or supplement its statements during the course of arbitral proceedings unless the Tribunal considers it inappropriate to allow such amendment or supplement having regard to all circumstances including delay in making the amendment or supplement.
- 12.5 A statement may not be amended if the amended statement would fall outside the scope of the arbitration agreement.

RA 13 (13/12/02) Further Written Statements

- 13.1 The Tribunal may require or permit the presentation of further written statements by the parties and shall fix the periods of time for submitting those statements.

RA 14 (13/12/02) Agreed Statement of Facts

- 14.1 Within a time period specified by the Tribunal, the parties shall prepare and file with the Tribunal an agreed statement of facts including but not limited to a chronology of the project, schedules, quantities and progress payments. The Tribunal shall make itself available, upon reasonable notice, to assist the parties to arrive at agreement on as many facts as possible under the circumstances.
- 14.2 Within a time period specified by the Tribunal, the parties shall prepare and file with the Tribunal a common book of documents including all documents referred to in an agreed statement of facts and in statements of claim, defence and response.

RA 15 (13/12/02) Evidence

- 15.1 Each party shall prove the facts relied upon to support its claim or defence.
- 15.2 Each party shall deliver to the Tribunal and to the other party, within such period of time that the Tribunal determines, a copy of the documents and a summary of the other evidence that party intends to present in support of the facts in issue set out in its statement of claim, defence or response.
- 15.3 From time to time, the Tribunal may require the parties to produce documents, exhibits and other evidence within such period of time that the Tribunal may determine.

RA 16 (13/12/02) Hearings

- 16.1 All statements, documents or other information supplied to, or applications made to, the Tribunal by one party shall be communicated to the other party, and any expert report or evidentiary document

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on which the Tribunal may rely in making its decision shall be communicated to the parties at least eight (8) working days prior to its entry in evidence.

16.2 The parties shall be given reasonably sufficient advance notice of any hearing of the Tribunal and any meeting of the Tribunal for the purpose of inspection of documents, goods or other property.

16.3 If a party intends to give evidence through a witness, the party shall communicate to the Tribunal and to the other party, within such period that the Tribunal determines

16.3.1 the names, addresses and *curriculum vitae* of each of the witnesses it intends to present, and

16.3.2 the subject upon which those witnesses will give their testimony.

16.4 Each party shall have the right to examine, cross-examine and re-examine all witnesses as appropriate.

16.5 All oral hearings and meetings in arbitral proceedings shall be held *in camera*.

RA 17 (13/12/02) Default

17.1 Where, without showing sufficient cause, the claimant fails to communicate its statement of claim in accordance with these Rules or within such further period of time permitted by the Tribunal under these Rules, the Tribunal shall issue an order terminating the arbitral proceedings with respect to that claim.

17.2 An order made under RA 17.1 does not affect a counterclaim made in respect of those arbitral proceedings.

17.3 Where, without showing sufficient cause, the respondent fails to communicate a statement of defence in accordance with these Rules, or within such further period of time permitted by the Tribunal under these Rules, the Tribunal shall continue the arbitral proceedings without treating that failure in itself as an admission of the claimant's allegations.

17.4 Where, without showing sufficient cause, a party fails to appear at an oral hearing or produce documentary evidence, the Tribunal may continue the arbitral proceedings and make the arbitral award on the evidence before it.

RA 18 (13/12/02) Arbitral Decision

18.1 Unless otherwise agreed to by the parties, the Tribunal shall make the award no later than thirty (30) days after completion of the arbitration hearings unless that time period is extended for an express period by the Tribunal on written notice to each party, due to illness or other cause beyond the Tribunal's control.

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Remarks:

R0210D (25/05/01) General Conditions - Minor Works

Public Works and Government Services Canada

- GC 01 Definition of Terms
- GC 02 Assignment and Subcontracting
- GC 03 Members of House of Commons and Former Public Office Holders
- GC 04 Indemnification
- GC 05 Property of Her Majesty
- GC 06 Applicable Laws
- GC 07 Canadian Labour and Materials
- GC 08 Publicity
- GC 09 Materials, Equipment, etc. to become Property of Her Majesty
- GC 10 Contractor's Superintendent and Workers
- GC 11 Co-operation with other Contractors
- GC 12 Claims Against and Obligations of the Contractor or Subcontractor
- GC 13 Architect/Engineer's Rights and Obligations
- GC 14 Delay, Non-Compliance or Default by the Contractor
- GC 15 Changes in Soil Conditions, Delay by Her Majesty
- GC 16 Protesting Architect/Engineer's Decision
- GC 17 Suspension or Termination of the Contract
- GC 18 No Additional Payments
- GC 19 Determination of Costs
- GC 20 Records to be Kept
- GC 21 Extension of Time
- GC 22 Cleaning of Work
- GC 23 Architect/Engineer's Certificates
- GC 24 Rectification of Defects
- GC 25 Payment
- GC 26 Non-discrimination in Hiring and Employment of Labour
- GC 27 Certification - Contingency Fees

GC 01 (16/02/98) Definition of Terms

1.1 In the Contract,

the "*Architect/Engineer*" means such person as may be specifically designated by or on behalf of the *Minister* upon the award of this contract and includes a person specially authorized by the *Architect/Engineer* to act on his behalf,

"*Minister*" includes a person acting for, or if the office is vacant, in place of the *Minister* and his successors in the office, and his or their lawful deputy and any of his or their representatives appointed for the purpose of the contract,

"*person*" includes, unless there is an express stipulation in the contract to the contrary, any partnership, proprietorship, firm, joint venture, consortium, corporation.

"*work*" includes the whole of the works, materials, matters and things to be done, furnished and performed by the Contractor under the contract,

GC 02 (16/02/98) Assignment and Subcontracting

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- 2.1 This Contract may not be assigned without the written consent of the *Minister*, and neither the whole nor any part of the *work* may be subcontracted by the Contractor without the consent of the *Architect/Engineer*. All the terms and conditions of this Contract that are of general application shall be incorporated in every other contract, excluding those contracts issued solely for the supply of plant or material, issued as a consequence of this Contract.

GC 03 (16/02/98) Members of The House of Commons and Former Public Office Holders

- 3.1 No Member of the House of Commons shall be admitted to any share or part of the contract or to any benefit arising therefrom.
- 3.2 It is a term of this contract that no former public office holder who is not in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders shall derive a direct benefit from this Contract.

GC 04 (16/02/98) Indemnification

- 4.1 The Contractor shall indemnify and save harmless Her Majesty from and against all claims, losses, costs, damages, suits, proceedings, or actions arising out of or related to the Contractor's activities in executing the *work*, other than those arising from a defect in title to the site of the *work* or the infringement of a patent arising from a design supplied by Her Majesty, but including his omissions, improper acts or delays in executing the *work* under the contract.

GC 05 (16/02/98) Property of Her Majesty

- 5.1 The Contractor shall be responsible for any loss or damage, excluding reasonable wear and tear, to any property of Her Majesty arising out of the performance of the *work* whether or not such loss arises from causes beyond his control. Such property shall only be used by the Contractor as may be directed by the *Architect/Engineer* and the Contractor shall, at any time when requested to do so, account to the *Architect/Engineer* for the use of such property.

GC 06 (01/12/00) Applicable Laws

- 6.1 The Contractor shall comply with all legislative and regulatory provisions whether federal, provincial or municipal applicable to the performance of the *work*.
- 6.2 Unless otherwise provided in the contract, the Contractor shall obtain all permits and hold all certificates and licenses required for the performance of the *Work*.
- 6.3 From time to time, the *Architect/Engineer* may request that the Contractor provide evidence that it complies with all applicable legislative and regulatory provisions and that it holds all required permits, certificates and licenses. Such evidence shall be provided within the time set in the request or as otherwise stipulated in the contract.

GC 07 (16/02/98) Canadian Labour and Materials

- 7.1 In so far as is practicable the Contractor shall employ and use only Canadian labour and materials in the execution of the *work*, employ local labour with a reasonable proportion of workers who have served on active service with the Canadian Armed Services, and utilize the services of the Canada Employment Centres in the recruitment of such labour.

GC 08 (16/02/98) Publicity

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- 8.1 The Contractor will neither permit any public ceremony, nor erect or permit the erection of any sign or advertising, in connection with the *work* without the approval of the *Architect/Engineer*.

GC 09 (16/02/98) Materials, Equipment, etc. to become Property of Her Majesty

- 9.1 All materials and plant used or provided for the *work* shall be the property of Her Majesty, shall not be removed from the site of the *work* and shall be used only for the purpose of the *work*, until the *Architect/Engineer* shall certify that they are, if not incorporated in the *work*, no longer required for the purpose of the *work*. The Contractor shall be liable for all loss or damage to material or plant that is the property of Her Majesty by virtue of this section.

GC 10 (16/02/98) Contractor's Superintendent and Workers

- 10.1 The Contractor will keep a competent superintendent on the site of the *work* at all times during the progress of the *work* unless otherwise authorized by the *Architect/Engineer*. The Superintendent must be acceptable to the *Architect/Engineer* and have the authority to receive on behalf of the Contractor any order or communication in respect of the contract. Any superintendent and worker not acceptable to the *Architect/Engineer* because of incompetency, improper conduct or security risk will be removed from the site of the *work* and replaced forthwith.

GC 11 (16/02/98) Co-operation with other Contractors

- 11.1 The Contractor will co-operate fully with other contractors or workers sent onto the site of the *work* by the *Architect/Engineer*. If the sending onto the *work* of other contractors and workers could not have been reasonably foreseen by the Contractor when entering into the contract, and if, in the opinion of the *Architect/Engineer* the Contractor has incurred additional expense by such action, and if the Contractor has given written notice of claim within thirty days of such action, Her Majesty will pay the cost of such additional expense to the Contractor calculated in accordance with GC 19.

GC 12 (25/05/01) Claims Against and Obligations of the Contractor or Subcontractor

- 12.1 The Contractor shall ensure that all its lawful obligations and any lawful claims against the Contractor arising out of the performance of the *work* are discharged and satisfied at least as often as the contract requires Her Majesty to discharge Her obligations to the Contractor. The Contractor shall provide the *Architect/Engineer* with a Statutory Declaration deposing to the existence and condition of such claims and obligations when called upon to do so.
- 12.2 Her Majesty may, in order to discharge lawful obligations of and satisfy lawful claims against the Contractor or a subcontractor arising out of the performance of the *work*, pay an amount, which is to be determined in accordance with GC 12.3, from money that is due and payable to the Contractor pursuant to the contract directly to the obligees of the claimants against the Contractor or the subcontractor.
- 12.3 The amount referred to in GC 12.2 shall be that amount which the Contractor would have been obliged to pay to such claimant had the provisions of the Provincial or Territorial lien legislation, or in the province of Quebec, the law relating to privileges, been applicable to the *work*. Any such claimant need not comply with the provisions of such legislation setting out the steps by way of notice, registration or otherwise an might have been necessary to preserve or perfect any claim for lien or privilege which the claimant might have had.
- 12.4 For the purposes of GC 12.2, a claim shall be considered lawful when it is so determined;
- 12.4.1 by a court of competent jurisdiction, or

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- 12.4.2 by an arbitrator duly appointed to arbitrate the said claim, or
- 12.4.3 by a written notice delivered to the *Architect/Engineer* and signed by the Contractor authorizing payment of the said claim or claims.
- 12.5 A payment made pursuant to GC 12.2 is, to the extent of the payment, a discharge of Her Majesty's liability to the Contractor under the contract and may be deducted from any amount payable to the Contractor under the contract.
- 12.6 GC 12.2 shall only apply to claims and obligations:
- 12.6.1 The notification of which has set forth the amount claimed to be owing and the person who by contract is primarily liable. The notification must be received by the *Architect/Engineer* in writing before final payment is made to the Contractor and within 120 days of the date on which the claimant;
- 12.6.1.1 should have been paid in full under the claimant's contract with the Contractor or subcontractor where the claim is for money that was lawfully required to be held back from the claimant; or
- 12.6.1.2 performed the last of the services, *work* or labour, or furnished the last of the material pursuant to the claimant's contract with the Contractor or subcontractor where the claim is not for money referred to in GC 12.6.1.1, and
- 12.6.2 The proceedings to determine the right to payment of the claim shall have commenced within one year from the date that the notice referred to in GC 12.6.1 was received by the *Architect/Engineer*.
- 12.7 Her Majesty may, upon receipt of a notification of claim referred to in GC 12.6.1, withhold from any amount that is due and payable to the Contractor pursuant to the contract the full amount of the claim or any portion thereof.
- 12.8 The *Architect/Engineer* shall notify the Contractor in writing of receipt of any notification of claim and of the intention of Her Majesty to withhold funds pursuant to GC 12.7. The Contractor may, at any time thereafter and until payment is made to the claimant, post with Her Majesty, security in a form acceptable to Her Majesty in an amount equal to the value of the said claim. Upon receipt of such security Her Majesty shall release to the Contractor any funds which would be otherwise payable to the Contractor, that were withheld pursuant to the provisions of GC 12.7.

GC 13 (25/05/01) Architect/Engineer's Rights and Obligations

- 13.1 The *Architect/Engineer* shall:
- 13.1.1 have access to the *work* at all times during its execution and the Contractor will provide the *Architect/Engineer* with full information and assistance in order that he may ensure that the *work* is executed in accordance with the contract.
- 13.1.2 decide any question as to whether anything has been done as required by the contract or as to what the Contractor is required by the contract to do, including questions as to the acceptability of the quality or quantity of any labour, plant or material used in the execution of the *work* and the timing and scheduling of the various phases of the *work*.

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13.1.3 have the right to order additional *work*, dispense with, or change the whole or any part of the *work* provided for in the plans and specifications. The *Architect/Engineer* shall decide whether anything done or not done as a result of directions given under this subsection has increased or decreased the cost of the *work* to the Contractor and the amount payable under the contract to the Contractor will be increased or decreased accordingly by an amount calculated in accordance with GC 19 hereof.

13.2 The Contractor shall comply with any decision or direction of the *Architect/Engineer* given under this section.

GC 14 (16/02/98) Delay, Non-Compliance or Default by the Contractor

14.1 If the Contractor delays in the commencement, execution or completion of the *work*, fails to comply with a direction or decision of the *Architect/Engineer* properly give, or is in default in any other manner under the contract, the *Architect/Engineer* may do such things as he deems necessary to correct the Contractor's default. The Contractor will reimburse Her Majesty for all costs, expenses and damage incurred or sustained by Her Majesty, by reason of the Contractor's default, or in correcting the default. In addition to the aforementioned remedies in this section, the *Minister* may, if the default continues for 6 days after notice in writing of default has been given to the Contractor by the *Architect/Engineer*, terminate the contract in accordance with GC 17.3.

GC 15 (25/05/01) Changes in Soil Conditions, Delay by Her Majesty, etc.

15.1 No extra payment will be made to the Contractor for any extra expense, loss or damage for any reason unless the *Architect/Engineer* shall certify that such extra expense, loss or damage is directly attributable to:

15.1.1 a substantial difference between the soil conditions at the site of the *work* indicated by the plans and specifications and the actual soil conditions found there;

15.1.2 neglect or delay by Her Majesty, occurring after the date of contract, in providing any information or doing any act which is required expressly by the contract or by usage of the trade, or suspension of the *work* by the *Minister*;

and the Contractor has within 30 days of encountering such soil conditions or of the commencement of such neglect or delay, given written notice to the *Architect/Engineer* of a claim for such extra expense, loss or damage. The amount of any extra payment to be made under this Section will be calculated in accordance with GC 19.

15.2 If in the opinion of the *Architect/Engineer* any difference in soil conditions referred to in GC 15.1.1 hereto results in a saving of expenditure to the Contractor the amount of such saving shall be paid to Her Majesty by the Contractor.

GC 16 (16/02/98) Protesting Architect/Engineer's Decision

16.1 If the Contractor, within 10 days of receiving any decision or direction of the *Architect/Engineer*, gives written notice to the *Architect/Engineer* that the decision or direction is accepted under protest, Her Majesty will pay to the Contractor the cost, calculated according to GC19, of anything that the Contractor was required to do, as a result of the decision or direction, beyond what the contract correctly understood would have required him to do.

GC 17 (16/02/98) Suspension or Termination of the Contract

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- 17.1 The *Minister* may upon notice in writing to the Contractor suspend or terminate the contract at any time. The Contractor will comply with such notice immediately.
- 17.2 If the *Minister* suspends the *work* for 30 days or less the Contractor must, subject to his remedy under GC 15 hereof, complete the *work* when called upon to do so. If the *Minister* suspends the *work* for a period in excess of 30 days the Contractor may request the *Minister* to terminate the *work* under GC 17.4 hereof.
- 17.3 If the *Minister* terminates the contract because of default by the Contractor, the insolvency of or the commission of an act of bankruptcy by the Contractor, the obligation of Her Majesty to make payments to the Contractor shall cease and no further payments shall be made to the Contractor unless the *Architect/Engineer* shall certify that no financial prejudice will result to Her Majesty from such further payments. Termination under this subsection shall not relieve the Contractor of any legal or contractual obligations other than the physical completion of the *work*. In such circumstances the *Architect/Engineer* may complete or have the *work* completed as he sees fit and all costs and damages incurred by Her Majesty due to the non-completion of the *work* by the Contractor shall be payable by the Contractor to Her Majesty.
- 17.4 If the *Minister* terminates the *work* other than in accordance with GC 17.3 hereof Her Majesty will pay to the Contractor an amount calculated in accordance with GC 19 hereof subject to any additions or deductions otherwise provided by the General Conditions or Labour Conditions less any payments made pursuant to GC 25.3 hereof. In no event, however, shall such amount be greater than the amount which would have been payable to the Contractor had the contract been completed.

GC 18 (16/02/98) No Additional Payments

- 18.1 The amount payable to the Contractor under this contract will not be increased or decreased by reason of any increase or decrease in the cost of the *work* brought about by any increase in the cost of plant, labour or material, except that, in the event of a change in any tax, that affects the cost of any materials incorporated in or to be incorporated in the *work*, imposed under the *Excise Act*, the *Excise Tax Act*, the *Old Age Security Act*, the *Customs Act* or *Customs Tariff*, made public after the date of the submission of the tender, an appropriate adjustment may be made.

GC 19 (25/05/01) Determination of Costs

- 19.1 For the purposes of GC11, GC13.3, GC15, GC16, and GC17.4 and subject to the provisions of GC 25.2.2, the amount payable to the Contractor for any change in the scope of work requested by the *Architect/Engineer* shall be based on the Unit Prices as set out in Clause 4 of the Tender and Acceptance.
- 19.2 If the Unit Prices referred to in GC19.1 cannot be used to determine the amount payable to the Contractor due to a change in the scope of the work, then the Contractor shall submit to the *Architect/Engineer* a quotation of the Contractor's costs for all labour, plant and material required by the change. The Contractor shall include a mark-up in an amount equal to 20% of its costs for the labour, plant and material portion of the work to be done by its own forces and an additional mark-up in an amount equal to 15% of all quotations received from its subcontractors. The Contractor shall ensure that its subcontractor shall include a mark-up in an amount equal to 20% of its costs for the labour, plant and material portion of the work to be done by the subcontractors own forces and an additional mark-up in an amount equal to 15% of all quotations received from its sub-subcontractors. The mark-ups referred to herein shall be considered full compensation for all supervision, coordination, administration, overhead, margin, finance and interest charges, and the risk of undertaking the work within a stipulated amount. The Contractor's and subcontractors' costs shall be inclusive of all contractor and trade discounts. Quotations referred to herein shall be

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prepared and submitted in accordance with the appropriate percentage mark-up as described elsewhere in the Contract.

- 19.3 If the *Architect/Engineer* and the Contractor fail to reach agreement on the prices quoted in GC 19.2, then the amount payable to the Contractor shall be all reasonable and proper costs paid or legally payable by the Contractor that are directly attributable to the change in the scope of the work plus an additional amount equal to 10% of such costs to cover overhead, finance and interest charges, and margin. The Contractor shall provide evidence of such costs to the *Architect/Engineer* with its progress claim or invoice.

GC 20 (16/02/98) Records to be Kept

- 20.1 The Contractor shall for a period of two years from the date of the Final Certificate of Completion, maintain and keep full records, vouchers, other writings and information in respect of his estimates and actual cost of the *work* and shall make them available for copy, audit or inspection by any persons acting on behalf of the *Minister*.

GC 21 (25/05/01) Extension of Time

- 21.1 The *Minister* may, on the application of the Contractor made before the day fixed for the completion of the *work*, extend the time for the completion of the *work*. Whether or not the *Minister* grants an extension, the Contractor shall, except to the extent that the *Minister* is of the opinion that the need for an extension was due to causes beyond the control of the Contractor, pay to Her Majesty.

21.1.1 an amount equal to Departmental inspection costs relating to the *work* incurred after the original completion date and

21.1.2 compensation for any loss or damage resulting to Her Majesty from failure by the Contractor to complete the *work* by the original completion date.

GC 22 (16/02/98) Cleaning of Work

- 22.1 The Contractor will upon completion of the *work*, clear and clean the *work* and its site to the satisfaction of and in accordance with any directions of the *Architect/Engineer*.

GC 23 (16/02/98) Architect/Engineer's Certificates

- 23.1 On the day that the *work* has been completed and the Contractor has complied with the contract and all orders and directions pursuant thereto to the satisfaction of the *Architect/Engineer*, the *Architect/Engineer* will issue to the Contractor a Final Certificate of Completion. In the case of a unit price contract, the *Architect/Engineer* will at the same time issue a Final Certificate of Measurement setting out the final quantities used or employed in respect of the classes and units set out in the Unit Price Table, and any subsequent amendments thereto, under Clause 4 of the Tender and Acceptance, such certificate to be binding upon the Contractor and Her Majesty.

GC 24 (16/02/98) Rectification of Defects

- 24.1 The Contractor will, upon notice from the *Architect/Engineer* and within such time as specified in said notice, rectify at his own expense any defect or fault, however caused, which appears in the *work* within 12 months of the date of the Final Certificate of Completion.

GC 25 (25/05/01) Payment

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- 25.1 Her Majesty will pay and the Contractor will accept as full consideration for the *work* performed and executed an amount by which the amount referred to in Clause 1 of the Tender and Acceptance together with the aggregate of the amounts payable by Her Majesty under GC 11, 13.1.3, 15.1, 16 and 18 exceed the aggregate of any payments by Her Majesty under GC 12 and indemnification and amounts payable to or costs and damages incurred by Her Majesty under GC 4, 5, 9, 13.1.3, 14, 15.2, 17.3, 18 and 21.
- 25.2 In the case of a unit price contract:
- 25.2.1 The amount referred to in Clause 1 of the Tender and Acceptance will be deemed to be the amount computed by totalling the products of the unit prices set out in Clause 4 of the Tender and Acceptance, as amended pursuant to GC 25.2.2 hereof, if applicable, and the actual quantities of such units as set out in the *Architect/Engineer's* Final Certificate of Measurement, subject to any adjustment provided for in GC 25.2.2 of this section.
- 25.2.2 The *Architect/Engineer* and the Contractor may by agreement in writing add to the aforesaid Unit Price Table other classes of labour, etc., units of measure, estimated quantities and prices per unit, and may if the actual quantities as set out in the aforesaid Final Certificate of Measurement exceed or fall short of the estimated quantities in respect of any item(s) shown in the aforesaid Unit Price Table by more than 15% amend the unit prices shown in the Unit Price Table for such items, provided that in the event the actual quantities exceed the estimated quantities by more than 15% the aforementioned amendment to the unit prices shall apply only to the actual quantities in excess of 115% of the estimated quantities. Where the *Architect/Engineer* and the Contractor fail to agree on the amount of any adjustment as contemplated by this subsection the revised or new prices per unit shall be determined in accordance with GC 19 hereof.
- 25.3 If the amount of the Contract is in excess of \$5,000 the Contractor shall be entitled to receive progress payments upon submitting Progress Claims which must be approved by Progress Reports issued by the *Architect/Engineer* at monthly intervals. The amount to be paid to the Contractor for a progress payment shall be 90% of the value of the *work* certified by the *Architect/Engineer* in the Progress Report as having been completed since the date of the immediately preceding Progress Claim, if any.
- 25.4 Thirty days after receipt by the *Architect/Engineer* of the Progress Claim and if the Contractor has made and delivered to the *Architect/Engineer* his Statutory Declaration pursuant to GC 12 the amount of the Progress Claim, subject to GC 25.3 of this section, shall become due and payable.
- 25.5 Sixty days after the issue by the *Architect/Engineer* of the Final Certificate of Completion there shall become due and payable to the Contractor the amount described in GC 25.1 of this section less the aggregate of the amounts, if any, paid pursuant to subsection GC 25.3 of this section.
- 25.6 Notwithstanding GC 25.3, 25.4 and 25.5 above, an amount shall be due and payable to the Contractor only if the Contractor has supplied a Statutory Declaration pursuant to GC 12 of the General Conditions. The amount referred to above shall be due and payable as indicated in GC 25.4 and 25.5 above or, in the case where the Contractor failed to provide a Statutory Declaration, 15 days after such Statutory Declaration was made and delivered to the *Architect/Engineer*, whichever is later.
- 25.7 A payment by Her Majesty pursuant to this section shall not be construed as evidence that the *work* is satisfactory or in accordance with the contract.
- 25.8 Delay in making payment by Her Majesty under this section shall not be deemed to be a breach of the contract.

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- 25.8.1 However, subject to GC 25.6 above and GC 25.8.2 below, Her Majesty shall pay the Contractor simple interest on any amount overdue, at the Average Bank Rate plus 3 % per year. The interest shall apply from and include the day such amount became overdue until the day prior to the date of payment.
- 25.8.2 Interest in accordance with GC 25.8.1 above shall be paid to the Contractor without demand, except that, in respect of amounts which are less than 15 days overdue, no interest shall be paid in respect of payment made within such 15 days unless the Contractor so demands after such amounts have become due.
- 25.8.3 The "*Average Bank Rate*" means the simple arithmetic mean of the Bank Rate in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made.
- 25.8.4 The "*Bank Rate*" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association.
- 25.9. Her Majesty may set-off against any amount payable or debt due by Her Majesty under this contract the amount of any debt due to Her Majesty under this contract or any other contract between the Contractor and Her Majesty.

GC 26 (25/05/01) Non-discrimination in Hiring and Employment of Labour

- 26.1 For the purpose of this section and without restricting the provision of GC 1.1, "persons" include the Contractor, its subcontractors, its sub-subcontractors, and its respective employees, agents, licensees or invitees, and any other individual granted access to the site of the *work*.
- 26.2 For contracts over \$30,000, refer to Section 9 of the Labour Conditions attached hereto which forms part of this contract.
- 26.3 For all contracts, the provision shall be that the Contractor shall not refuse to employ and will not discriminate in any manner against any person because
- 26.3.1 of that person's race, national origin, colour, religion, age, sex or marital status,
- 26.3.2 of the race, national origin, colour, religion, age, sex, or marital status of any person having any relationship or association with that person, or
- 26.3.3 a complaint has been made or information has been given by or in respect of that person relating to an alleged failure by the Contractor to comply with GC 26.3.1 and 26.3.2 above.
- 26.4 Without restricting the provisions of Section 9 of the Labour Conditions,
- 26.4.1 the Contractor shall, within two (2) working days immediately following receipt of a written complaint alleging a breach of the Labour Conditions or pursuant to GC 26.3 above, at the site of the *work*,
- 26.4.1.1 cause to have issued a written direction to the person or persons named by the complainant to cease all actions that form the basis of the complaint; and
- 26.4.1.2 for all contracts, forward a copy of the complaint to the *Architect/Engineer* by registered mail; and
- 26.4.1.3 for contracts over \$30,000, forward another copy of the complaint to the federal Department of Human Resources Development, to the attention of the appropriate Director as described in the Labour Conditions;

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- 26.4.2 the Contractor shall,
- 26.4.2.1 within twenty four (24) hours immediately following receipt of a direction from the *Architect/Engineer* to do so, cause to have removed from the site of the *work* any person or persons whom the *Architect/Engineer* believes is in breach of the Labour Conditions or of GC 26.3 above, as applicable, and
 - 26.4.2.2 no later than thirty (30) days after receipt of the direction, caused to have the necessary action commenced to remedy the breach described in the direction;
- 26.4.3 if a direction is issued pursuant to GC 26.4.2 above, Her Majesty may withhold from monies that are due and payable to the Contractor or set-off pursuant to this contract, whichever is applicable, an amount representing the sum of the costs and payment referred to in GC 26.4.4 and 26.4.5 below;
- 26.4.4 if the Contractor fails to proceed in accordance with GC 26.4.2.2 above, the *Architect/Engineer* shall take the necessary action to:
- 26.4.4.1 have the breach remedied; and
 - 26.4.4.2 determine all supplementary costs incurred by Her Majesty;
- 26.4.5 Her Majesty may make a payment directly to the complainant from monies that are due and payable to the Contractor upon receipt from the complainant of:
- 26.4.5.1 a written award issued pursuant to the federal *Commercial Arbitration Act*, R.S., 1985, c. C-34.6; or
 - 26.4.5.2 a written award issued pursuant to the *Canadian Human Rights Act*, R.S., 1985, c. H-6; or
 - 26.4.5.3 a written award issued pursuant to provincial or territorial human rights legislation; or
 - 26.4.5.4 a judgement issued by a court of competent jurisdiction.
- 26.4.6 if the *Architect/Engineer* is of the opinion that the Contractor has breached any of the provisions of GC 26, the *Minister* may terminate the contract pursuant to the termination provisions of this contract.
- 26.4.7 the Contractor shall ensure that the provisions of this General Condition are included in all contracts issued as a consequence of this *work*.

GC 27 (01/12/00) Certification - Contingency Fees

- 27.1 The Contractor certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay or agree to pay a *contingency fee* for the solicitation, negotiation or obtaining of this contract to any *person* other than an *employee* acting in the normal course of the *employee's* duties.
- 27.2 All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the Contract shall be subject to the accounts and audit provisions of the Contract.

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- 27.3 If the Contractor certifies falsely under this section or is in default of the obligations contained therein, the *Minister* may either take the work out of the Contractor's hands in accordance with the provisions of the Contract or recover from the Contractor by way of reduction to the Contract amount or otherwise the full amount of the *contingency fee*.
- 27.4 In this section:
- 27.4.1 "*contingency fee*" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a government contract or negotiating the whole or any part of its terms;
- 27.4.2 "*employee*" means a person with whom the contractor has an employer/employee relationship;
- 27.4.3 "*person*" includes an individual or a group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbyist Registration Act*, R.S. 1985 c.44 (4th Supplement) as the same may be amended from time to time.
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R0210D (01/12/00) General Conditions - Minor Works

Effective 25/05/01, this clause is superseded by R0210D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

R0215D (13/12/02) International Sanctions

1. Persons and companies in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.

Details on existing sanctions can be found at:
<http://www.dfait-maeci.gc.ca/trade/sanctions-e.asp>

2. It is a condition of the Contract that the Contractor not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. By law, the Contractor must comply with changes to the regulations imposed during the life of the Contract. During the performance of the Contract should the imposition of sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the Contractor, the Contractor may request that the Contract be terminated in accordance with GC41 of the General Conditions.

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Remarks: Use this clause in Architectural and Engineering Consultant Agreements - Buildings, Engineering Works, Open and General.

R0220D (16/02/98) General Conditions

A GENERAL PROVISIONS

A1 Definitions

Average Bank Rate means the simple arithmetic mean of the *Bank Rate* in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made.

Bank Rate means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which it makes short term advances to members of the Canadian Payments Association.

Canada, Crown, Her Majesty or the Government means Her Majesty the Queen in right of Canada;

Construction Contract means a contract entered into between *Canada* and a *Contractor* for the construction of the Project;

Construction Contract Award Price means the price at which a *Construction Contract* is awarded to a *Contractor*;

Construction Cost Estimate means an anticipated amount for which a *Contractor* will execute the construction of the Project;

Construction Cost Limit means that portion of the total amount of Project funds which shall not be exceeded on construction of the Project;

Consultant means the party identified in the Articles of Agreement to perform the *Consultant's Services* under this Agreement, and includes the officer or employee of the *Consultant* identified in writing by the *Consultant*;

Contractor means a person, firm or corporation with whom *Canada* enters, or intends to enter, into a *Construction Contract*;

Cost Plan means the allocation of proposed costs among the various elements of the Project, as described in the *Project Brief or Terms of Reference*;

Days means continuous calendar days, including weekends and statutory public holidays;

Departmental Representative means the officer or employee of *Canada* identified in writing by a duly authorized departmental officer to perform the *Departmental Representative's* duties under this Agreement;

Mediation is a process of dispute resolution in which a neutral third party assists the parties involved in a dispute to negotiate their own settlement;

Minister includes a person acting for, or if the office is vacant, in place of, the Minister of Public Works and Government Services and the *Minister's* successors in the office. *Minister* also includes

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the *Minister's* lawful deputy and any of the ministers or their representatives appointed for the purpose of this Agreement;

Payroll Cost means the actual cost of any person employed by the *Consultant* or the *Consultant's Sub-Consultants* as a staff member, including principals employed as staff members, and includes an amount for salary, statutory holidays, vacations with pay, unemployment insurance premiums and worker's compensation contributions where applicable, pension plan contributions, sick time allowance, medical/dental insurance premiums, and such other employee benefits as may be approved by the *Departmental Representative*;

Project Brief or Terms of Reference means a document describing in sufficient detail the *Services* to be provided by the *Consultant* to permit the *Consultant* to proceed with the *Services* and may include general project information, scope of the work, site and design data, and time plan, specifically related to the Project;

Project Schedule means a time plan, including the sequence of tasks, milestone dates and critical dates which must be met for the implementation of the planning, design and construction phases of the Project;

Service(s) means the *Consultant Services* and *Project Services* as set forth in this Agreement;

Specialist Consultant means any Architect, Professional Engineer, or other specialist, other than the *Consultant*, engaged by *Canada* directly or, at the specific request of *Canada*, engaged by the *Consultant* for "Additional Services";

Sub-Consultant means any Architect, Professional Engineer, or other specialist engaged by the *Consultant* for the *Services* included in this Agreement;

Technical Documentation includes designs, reports, photographs, physical models, surveys, drawings, specifications, computer software developed for the purpose of the Project, computer printouts, design notes, calculations, CADD (Computer-aided Design and Drafting) files, and other data, information and material, prepared, computed, drawn, or produced and operating and maintenance manuals either prepared or collected for the Project.

A2 Interpretations

1. Words importing the singular only also include the plural, and vice versa, where the context requires;
2. Headings or notes in this Agreement shall not be deemed to be part thereof, or be taken into consideration in its interpretation;
3. "Herein", "hereby", "hereof", "hereunder" and similar expressions refer to this Agreement as a whole and not to any particular subdivision or part thereof.

A3 Successors and Assigns

This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their lawful heirs, executors, administrators, successors and assigns.

A4 Assignment

1. This Agreement shall not be assigned, in whole or in part, by the *Consultant* without the prior consent of the *Minister*. After a request for assignment has been received from the *Consultant*, a decision shall be given by the Minister to the *Consultant* in a timely manner.
2. An assignment of this Agreement without such consent shall not relieve the *Consultant* from any obligation under this Agreement, or impose any liability upon *Canada* or the *Minister*.

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A5 Administration

Canada shall not transfer the administration of this Agreement to another federal department or agency without giving prior notice to the *Consultant*.

A6 Indemnification

1. The *Consultant* shall indemnify and save harmless *Canada*, its employees and agents, from losses arising out of the errors, omissions or negligent acts of the *Consultant*, its employees and agents, in the performance of the *Services* under this Agreement.
2. The *Consultant's* liability to indemnify or reimburse *Canada* under this Agreement shall not affect or prejudice *Canada* from exercising any other rights under law.

A7 Notices

1. Any notice, request, direction, consent, decision, or other communication that is required to be given or made by either party pursuant to this Agreement, shall be in writing, and shall be deemed to have been effectively given when:
 - (a) served personally, on the day it is delivered;
 - (b) forwarded by registered mail, on the day the postal receipt is acknowledged by the other party; or
 - (c) forwarded by facsimile or other electronic means of transmission, one working day after it was transmitted.
2. The address of either party, or the person authorized to receive notices, may be changed by notice in the manner set out in this provision.

A8 Suspension

1. The *Departmental Representative* may require the *Consultant* to suspend the *Services* being provided, or any part thereof, for a specified or unspecified period.
2. If a period of suspension does not exceed sixty (60) *days* and when taken together with other periods of suspension does not exceed ninety (90) *days*, the *Consultant* shall, upon the expiration of that period, resume the performance of the *Services* in accordance with the terms of this Agreement, subject to any agreed adjustment of the time schedule as referred to in C2.
3. If a period of suspension exceeds sixty (60) *days* or when taken together with other periods of suspension, the total exceeds ninety (90) *days*, and:
 - (a) the *Departmental Representative* and the *Consultant* agree that the performance of the *Services* shall be continued, then the *Consultant* shall resume performance of the *Services*, subject to any terms and conditions agreed upon by the *Departmental Representative* and the *Consultant*, or
 - (b) the *Departmental Representative* and the *Consultant* do not agree that the performance of the *Services* shall be continued, then this Agreement shall be terminated by notice given by the *Minister* to the *Consultant*, in accordance with the terms of A9.
4. Suspension costs related to this clause are as outlined in B7.

A9 Termination

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The *Minister* may terminate this Agreement at any time, and the fees paid to the *Consultant* shall be in accordance with the relevant provisions in B8.

A10 Taking the Services Out of the Consultant's Hands

1. The *Minister* may take all or any part of the *Services* out of the *Consultant's* hands and may employ reasonable means necessary to complete such *Services* in the event that:
 - (a) the *Consultant* has become insolvent or has committed an act of bankruptcy, and has neither made a proposal to the *Consultant's* creditors nor filed a notice of intention to make such a proposal, pursuant to the *Bankruptcy and Insolvency Act*, or
 - (b) the *Consultant* fails to perform any of the *Consultant's* obligations under this Agreement or, in the *Minister's* opinion, so fails to make progress as to endanger performance of this Agreement, in accordance with its terms.
2. If the *Consultant* has become insolvent or has committed an act of bankruptcy, and has either made a proposal to the *Consultant's* creditors or filed a notice of intention to make such a proposal, pursuant to the *Bankruptcy and Insolvency Act*, the *Consultant* shall immediately forward a copy of the proposal or the notice of intention to *Canada*.
3. Before the *Services* or any part thereof are taken out of the *Consultant's* hands under A10.1(b), the *Departmental Representative* shall provide notice to the *Consultant*, and may require such failure of performance or progress to be corrected. If within fourteen (14) days after receipt of such notice such default shall not have been corrected or corrective action initiated to correct such fault, the *Minister* may, by notice, without limiting any other right or remedy, take all or any part of the *Services* out of the *Consultant's* hands.
4. If the *Services* or any part thereof have been taken out of the *Consultant's* hands, the *Consultant* shall be liable for, and upon demand pay to *Canada*, an amount equal to all loss and damage suffered by *Canada* by reason of the non-completion of the *Services* by the *Consultant*.
5. If the *Consultant* fails to pay on demand for the loss or damage as a result of A10.4, *Canada* shall be entitled to deduct and withhold the same from any payments due and payable to the *Consultant*.
6. If the *Services* or any part thereof are taken out of the *Consultant's* hands as a result of A10.1(b) and A10.3, the amount referred to in A10.5 shall remain in the Consolidated Revenue Fund until an Agreement is reached or a decision of a court or tribunal is rendered. At that time the amount, or any part of it, which may become payable to the *Consultant* shall be paid together with interest from the due date referred to in B2 and in accordance with the terms of this Agreement.
7. The taking of the *Services*, or any part thereof, out of the *Consultant's* hands does not relieve or discharge the *Consultant* from any obligation under this Agreement, or imposed upon the *Consultant* by law, in respect to the *Services* or any part thereof that the *Consultant* has performed.

A11 Records to be Kept by the Consultant

1. The *Consultant* shall keep accurate time sheets and cost records and, if required for the purposes of this Agreement, shall make these documents available at reasonable times to the *Departmental Representative* who may make copies and take extracts therefrom.
2. The *Consultant* shall afford facilities for audit and inspection at mutually agreeable times and at places where the relevant documents are located, and shall provide the *Departmental Representative* with such information as the *Minister* may from time to time require with reference to the documents referred to in A11.1.

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3. The *Consultant* shall, unless otherwise specified, keep the time sheets and cost records available for audit and inspection for a period of at least two (2) years following completion of the *Services*.

A12 National or Departmental Security

1. If the *Departmental Representative* is of the opinion that the Project is of a class or kind that involves national or departmental security, the *Consultant* may be required:
 - (a) to provide any information concerning persons employed for purposes of this Agreement unless prohibited by law;
 - (b) to remove any person from the Project and its site if that person cannot meet the prescribed security requirements; and
 - (c) to retain the Project *Technical Documentation* while in the *Consultant's* possession in a manner specified by the *Departmental Representative*.
2. If the Project is of a class or kind that involves national or departmental security, the *Consultant* shall not issue, disclose, discard or use the Project *Technical Documentation* on another project without the written consent of the *Departmental Representative*.

A13 Copyright and Reuse of Documents

1. Except as otherwise specified in the Supplementary Conditions any copyright in any and all documents which are instruments of the *Services* for this Project, and are prepared by or under the direction of the *Consultant*, shall belong to the *Consultant*.
2. *Canada* may, after consultation with the *Consultant*, reuse for another Project the documents referred to in A13.1, and shall pay to the *Consultant* for such reuse an appropriate fee based on current practice.

A14 Conflict of Interest

1. The *Consultant* declares that the *Consultant* has no pecuniary interest in the business of any third party that would cause, or seem to cause, a conflict of interest in carrying out the *Services*, and should such an interest be acquired during the life of this Agreement, the *Consultant* shall declare it immediately to the *Departmental Representative*.
2. The *Consultant* shall not have any tests or investigations carried out by any persons, firms, or corporations, that may have a direct or indirect financial interest in the results of those tests or investigations.
3. The *Consultant* shall not submit, either directly or indirectly, a bid for any Construction Contract related to the Project.
4. No former public office holder who is not in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders shall derive a direct benefit from this Agreement.

A15 Status of Consultant

1. The *Consultant* is engaged under this Agreement as an independent *Consultant* for the sole purpose of providing *Services*.
2. Neither the *Consultant* nor any of the *Consultant's* employees shall be regarded as employees or agents of *Canada*.

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3. The *Consultant*, as employer, agrees to be solely responsible for any and all payments and deductions required to be made by law, including those required for *Canada* or Québec Pension Plans, Unemployment Insurance, Worker's Compensation, and Income Tax.

A16 Declaration by Consultant

1. The *Consultant* declares that:
 - (a) based on the information provided pertaining to the *Services* required under this Agreement, the *Consultant* has been provided sufficient information by the *Departmental Representative* to enable the *Services* required under this Agreement to proceed and is competent to perform the *Services* and has the necessary licences and qualifications including the knowledge, skill and ability to perform the *Services*;
 - (b) the quality of *Services* to be provided by the *Consultant* shall be consistent with generally accepted professional standards and principles.

A17 Insurance

The *Consultant* shall obtain and maintain professional liability insurance coverage for the *Services* required under this Agreement, and supplementary liability insurance specifically described in the Agreement Particulars and Supplementary Conditions if applicable, and shall, if required, furnish evidence satisfactory to the *Departmental Representative* of such insurance and any renewals thereof.

A18 Resolution of Disagreements

1. In the event of a disagreement regarding any aspect of the *Services* or any instructions given under this Agreement:
 - (a) the *Consultant* may give a notice of disagreement to the *Departmental Representative*. Such notice shall be promptly given and contain the particulars of the disagreement, any changes in time or amounts claimed, and reference to the relevant clauses of the Agreement;
 - (b) the *Consultant* shall continue to perform the *Services* in accordance with the instructions of the *Departmental Representative*; and
 - (c) the *Consultant* and the *Departmental Representative* shall attempt to resolve the disagreement by negotiations conducted in good faith. The negotiations shall be conducted, first, at the level of the *Consultant's* project representative and the *Departmental Representative* and, secondly and if necessary, at the level of a principal of the *Consultant* firm and a senior departmental manager.
2. The *Consultant's* continued performance of the *Services* in accordance with the instructions of the *Departmental Representative* shall not jeopardize the legal position of the *Consultant* in any disagreement.
3. If it was subsequently agreed or determined that the instructions given were in error or contrary to the Agreement, *Canada* shall pay the *Consultant* those fees the *Consultant* shall have earned as a result of the change(s) in the *Services* provided, together with those reasonable disbursements arising from the change(s) and which have been authorized by the *Departmental Representative*.
4. The fees mentioned in A18.3 shall be calculated in accordance with the Terms of Payment set out in this Agreement.

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5. If the disagreement is not settled, the *Consultant* may make a request to the *Departmental Representative* for a written departmental decision and the *Departmental Representative* shall give notice of the departmental decision within fourteen (14) *days* of receiving the request, setting out the particulars of the response and any relevant clauses of the Agreement.
6. Within fourteen (14) *days* of receipt of the written departmental decision, the *Consultant* shall notify the *Departmental Representative* if the *Consultant* accepts or rejects the decision.
7. If the *Consultant* rejects the departmental decision, the *Consultant*, by notice may refer the disagreement to *Mediation*.
8. If the disagreement is referred to *Mediation*, the *Mediation* shall be conducted with the assistance of a skilled and experienced mediator chosen by the *Consultant* from a list of mediators proposed by the *Minister*, and departmental *Mediation* procedures shall be used unless the parties agree otherwise.
9. Negotiations conducted under this Agreement, including those conducted during *Mediation*, shall be without prejudice.

A19 Members of House of Commons

1. No member of the House of Commons shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

A20 Amendments

This Agreement may not be amended, or modified, nor shall any of its terms and conditions be waived, except by Agreement in writing executed by both parties.

A21 Entire Agreement

This Agreement constitutes the entire arrangement between the parties with respect to the subject matter of the Agreement, and supersedes all previous negotiations, communications and other arrangements relating to it, unless incorporated by reference herein.

A22 Lobbyist Certification - Contingency Fees

1. The *Consultant* certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this Agreement to any person other than an employee acting in the normal course of the employee's duties.
2. All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the Agreement shall be subject to the accounts and audit provisions of the Agreement.
3. If the *Consultant* certifies falsely under this section or is in default of the obligations contained therein, the *Minister* may either take the work out of the *Consultant's* hands in accordance with the provisions of the Agreement or recover from the *Consultant* by way of reduction to the Basic Fee or otherwise the full amount of the contingency fee.
4. In this clause,

"**Contingency fee**" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government Agreement or negotiating the whole or any part of its term.

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"Employee" means a person with whom the *Consultant* has an employer/employee relationship.

"Person" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbyist Registration Act*, R.S. 1985 c.44 (4th Supplement) as the same may be amended from time to time.

A23 Non-discrimination in Hiring and Employment Practices

1. For the purpose of this Supplementary Condition, "person" includes the *Consultant*, the *Consultant's Sub-Consultants* and other firms forming the *Consultant* team, and their respective employees, agents, licensees or invitees, and any other individual involved in the performance of the work.
2. The *Consultant* shall not refuse to employ and will not discriminate in any manner against any person because
 - (a) of that person's race, national origin, colour, religion, age, sex or marital status,
 - (b) of the race, national origin, colour, religion, age, sex, or marital status of any person having any relationship or association with that person, or
 - (c) a complaint has been made or information has been given by or in respect of that person relating to an alleged failure by the *Consultant* to comply with A23.2(a) and A23.2(b) above.
3. Within two (2) working days immediately following receipt of a written complaint pursuant to A23.2 above, the *Consultant* shall
 - (a) cause to have issued a written direction to the person or persons named by the complainant to cease all actions that form the basis of the complaint; and
 - (b) forward a copy of the complaint to the *Departmental Representative* by registered mail.
4. Within twenty four (24) hours immediately following receipt of a direction from the *Departmental Representative* to do so, the *Consultant* shall cause to have removed from the *Consultant* team any person or persons whom the *Departmental Representative* believes to be in breach of the provisions of A23.2 above.
5. No later than thirty (30) days after receipt of the direction referred to in A23.4 above, the *Consultant* shall cause the necessary action to be commenced to remedy the breach described in the direction.
6. If a direction is issued pursuant to A23.4 above, *Canada* may withhold from monies that are due and payable to the *Consultant* an amount representing the sum of the costs and payment referred to in A23.8 and A23.9 below.
7. If the *Consultant* fails to proceed in accordance with A23.6 above, the *Departmental Representative* shall take the necessary action to have the breach remedied, and shall determine all supplementary costs incurred as a result by *Canada*.
8. *Canada* may make a payment directly to the complainant from monies that are due and payable to the *Consultant* upon receipt from the complainant of:
 - (a) a written award issued pursuant to the federal *Commercial Arbitration Act*, R.S., 1985, c. C-34.6; or
 - (b) a written award issued pursuant to the *Canadian Human Rights Act*, R.S., 1985, c.H-6; or
 - (c) a written award issued pursuant to provincial or territorial human rights legislation; or

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(d) a judgment issued by a court of competent jurisdiction.

9. The *Consultant* shall be liable for and upon demand shall pay to *Canada* the supplementary costs referred to in A23.8. If the *Consultant* fails to make payment on demand, *Canada* may deduct the same from any amount due and payable to the *Consultant*.
10. A payment made pursuant to A23.8 is, to the extent of the payment, a discharge of *Canada's* liability to the *Consultant* under the terms of the Agreement and may be deducted from any amount due and payable to the *Consultant*.
11. If the *Departmental Representative* is of the opinion that the *Consultant* has breached any of the provisions of this General Condition, the *Minister* may take the work out of the *Consultant's* hands pursuant to A10.
12. The *Consultant* shall ensure that the provisions of this General Condition are included in all agreements and contractual arrangements entered into as a consequence of this work.

A24 Supplementary Conditions

Supplementary Conditions, if required, shall be as described elsewhere in this Agreement.

B TERMS OF PAYMENT

B1 Fees

1. The *Consultant's* fees shall be calculated and paid in accordance with the fee arrangements identified herein.
2. The *Consultant's* fees are only payable when the *Consultant* has performed the *Services* as determined by the *Departmental Representative*. Payment in respect of a *Service*, or part of a *Service*, is not to be deemed a waiver of *Canada's* rights of set-off at law or under this Agreement for costs or expenses arising from default or negligence of the *Consultant*.

B2 Payments to the Consultant

1. The *Consultant* shall be entitled to receive progress payments at monthly or other agreed intervals, subject to the limitations of the Calculation of Fees clause herein, if applicable. Such payments shall be made not later than the due date. The due date shall be the 30th day following receipt of a properly submitted invoice.
2. The properly submitted invoice shall be an invoice delivered to the *Departmental Representative* in the agreed format with sufficient detail and information to permit verification. The invoice shall also identify, as separate items:
 - (a) the amount of the progress payment being claimed for *Services* satisfactorily performed,
 - (b) the amount for any tax calculated in accordance with the applicable federal legislation, and
 - (c) the total amount which shall be the sum of the amounts referred to in B2.2(a) and B2.2(b).
3. The amount of the tax shown on the invoice shall be paid by *Canada* to the *Consultant* in addition to the amount of the progress payment for *Services* satisfactorily performed.
4. The *Departmental Representative* shall notify the *Consultant* within fifteen (15) days after the receipt of an invoice of any error or missing information therein. Payment shall be made not later than thirty (30) days after receipt of the corrected invoice or the required information.

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5. Upon completion of each Service as described elsewhere in this Agreement, provided at least one progress payment has been made, the *Consultant* shall provide a Statutory Declaration evidencing that all the *Consultant's* financial obligations for *Services* rendered to the *Consultant* or on the *Consultant's* account, in connection with this Agreement, have been satisfied, before any further payment is made.
6. Upon written notice by a *Sub-Consultant*, with whom the *Consultant* has a direct contract, of an alleged non payment to the *Sub-Consultant*, the *Departmental Representative* may provide the *Sub-Consultant* with a copy of the latest approved progress payment made to the *Consultant* for the *Services*.
7. Upon the satisfactory completion of all *Services*, the amount due, less any payments already made, shall be paid to the *Consultant* not later than thirty (30) days after receipt of a properly submitted invoice, together with the Final Statutory Declaration in accordance with B2.5.

B3 Delayed Payment

1. Subject to B3.4 below, if *Canada* delays in making a payment that is due in accordance with B2, the *Consultant* will be entitled to receive interest on the amount that is overdue for the period of time as defined in B3.2 including the day previous to the date of payment. Such date of payment shall be deemed to be the date on the cheque given for payment of the overdue amount. An amount is overdue when it is unpaid on the first day following the due date described in B2.1.
2. Except as provided for in B3.4, interest shall be paid automatically on all amounts that are not paid by the due date or fifteen (15) days after the *Consultant* has delivered a Statutory Declaration in accordance with B2.5 or B2.7, whichever is the later.
3. The rate of interest shall be the *Average Bank Rate* plus 3 percent per year on any amount which is overdue pursuant to B3.1.
4. With respect to amounts which are less than fifteen (15) days overdue, no interest shall be payable or paid if a payment is made within the said fifteen (15) days unless the *Consultant* so demands after such amounts have become due.

B4 Claims Against, and Obligations of, the Consultant

1. *Canada* may, in order to discharge lawful obligations of and satisfy lawful claims against the *Consultant* by a *Sub-Consultant*, with whom the *Consultant* has a direct contract, for *Services* rendered to, or on behalf of, the *Consultant*, pay an amount from money that is due and payable to the *Consultant* directly to the claimant *Sub-Consultant*.
2. For the purposes of B4.1 a claim shall be considered lawful when it is so determined
 - (a) by a court of legal jurisdiction, or
 - (b) by an arbitrator duly appointed to arbitrate the said claim, or
 - (c) by a written notice delivered to the *Departmental Representative* and signed by the *Consultant* authorizing payment of the said claim or claims.
3. A payment made pursuant to B4.1 is, to the extent of the payment, a discharge of *Canada's* liability to the *Consultant* under this Agreement and will be deducted from any amount payable to the *Consultant* under this Agreement.
4. B4.1 shall only apply to claims and obligations
 - (a) the notification of which has set forth the amount claimed to be owing and a full description of the *Services* or a part of the *Services* for which the claimant has not been paid. The notification must be received by the *Departmental Representative* in writing before the final

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payment is made to the *Consultant* and within one hundred twenty (120) days of the date on which the claimant

- (1) should have been paid in full under the claimant's Agreement with the *Consultant* where the claim is for an amount that was lawfully required to be held back from the claimant; or
 - (2) performed the last of the *Services* pursuant to the claimant's Agreement with the *Consultant* where the claim is not for an amount referred to in B4.4(a)(1), and
- (b) the proceedings to determine the right to payment of which shall have commenced within one year from the date that the notification referred to in B4.4(a) was received by the *Departmental Representative*.
5. *Canada* may, upon receipt of a notification of claim referred to in B4.4(a), withhold from any amount that is due and payable to the *Consultant* pursuant to this Agreement the full amount of the claim or any portion thereof.
6. The *Departmental Representative* shall notify the *Consultant* in writing of receipt of any notification of claim and of the intention of *Canada* to withhold funds pursuant to B4.5. The *Consultant* may, at any time thereafter and until payment is made to the claimant, post with *Canada*, security in a form acceptable to *Canada* in an amount equal to the value of the said claim. Upon receipt of such security *Canada* shall release to the *Consultant* any funds which would be otherwise payable to the *Consultant*, that were withheld pursuant to the provision of B4.5.
7. The *Consultant* shall discharge all lawful obligations and shall satisfy all lawful claims against the *Consultant* for *Services* rendered to, or on behalf of, the *Consultant* in respect of this Agreement at least as often as this Agreement requires *Canada* to discharge its obligations to the *Consultant*.

B5 No Payment for Errors and Omissions

The *Consultant* shall not be entitled to payment in respect of costs incurred by the *Consultant* in remedying errors and omissions in the *Services* that are attributable to the *Consultant*, the *Consultant's* employees, or persons for whom the *Consultant* had assumed responsibility in performing the *Services*.

B6 Payment for Changes and Revisions

Payment for any additional or reduced *Services* provided by the *Consultant* and authorized by the *Departmental Representative* shall be made in accordance with the terms of such authorization and these Terms of Payment.

B7 Suspension Costs

1. During a period of suspension of the *Services* pursuant to A8, the *Consultant* shall minimize all costs and expenses relating to the *Services* that may occur during the suspension period.
2. Within fourteen (14) days of notice of such suspension, the *Consultant* shall submit to the *Departmental Representative* a schedule of costs and expenses, if any, that the *Consultant* expects to incur during the period of suspension, and for which the *Consultant* will request reimbursement.
3. Payment shall be made to the *Consultant* for those costs and expenses that are substantiated as having been reasonably incurred during the suspension period.

B8 Termination Costs

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1. In the event of termination of this Agreement pursuant to A9, *Canada* shall pay, and the *Consultant* shall accept in full settlement, an amount based on these Terms of Payment, for *Services* satisfactorily performed, plus an amount to compensate the *Consultant* for reasonable costs and expenses, if any, that are related to the *Services* not performed and incurred after the date of termination.
2. Within fourteen (14) days of notice of such termination, the *Consultant* shall submit to the *Departmental Representative* a schedule of costs and expenses incurred plus any additional costs that the *Consultant* expects to incur after the date of termination, and for which the *Consultant* will request reimbursement.
3. Payment shall be made to the *Consultant* for those costs and expenses that are substantiated as having been reasonably incurred after the date of termination.

B9 Disbursements

1. The following disbursements incurred by the *Consultant*, that are related to the *Services* and approved by the *Departmental Representative*, shall be reimbursed to the *Consultant* at actual cost:
 - (a) long distance telephone calls and facsimiles;
 - (b) copies of drawings, CADD files and specifications additional to those specified in the Agreement Particulars clause herein;
 - (c) transportation costs for material samples and models, courier and delivery charges;
 - (d) other disbursements made with the prior approval and authorization of the *Departmental Representative*.
2. Disbursements for Project related travel and accommodation shall be reimbursed in accordance with current Treasury Board Travel Policy.
3. Disbursements shall be Project related and shall not include expenses that are related to the normal operation of the *Consultant's* business. The amounts payable, shall not exceed the amount entered in the Agreement Particulars clause herein, without the prior authorization of the *Departmental Representative*.

C CONSULTANT SERVICES AND DEPARTMENTAL RESPONSIBILITIES

C1 Services

The *Consultant* shall perform the *Services* described herein, in accordance with the terms and conditions of this Agreement.

C2 Time Schedule

1. The *Consultant* shall:
 - (a) submit in a timely manner to the *Departmental Representative*, for approval, a time schedule for the *Services* to be performed, in detail appropriate to the size and complexity of the Project, and in a format as requested by the *Departmental Representative*;
 - (b) adhere to the approved time schedule and, if changes in the approved time schedule become necessary, indicate the extent of, and the reasons for such changes, and obtain the approval of the *Departmental Representative*.

C3 Project Information, Decisions, Acceptances, Approvals

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1. The *Departmental Representative* shall provide, in a timely manner, project information, written decisions and instructions, including acceptances and approvals relating to the *Services* provided by the *Consultant*.
2. No acceptance or approval by the *Departmental Representative*, whether expressed or implied, shall be deemed to relieve the *Consultant* of the professional or technical responsibility for the *Services* provided by the *Consultant*.

C4 Changes in Services

1. The *Consultant* shall:
 - (a) make changes in the *Services* to be provided for the Project, including changes which may increase or decrease the original scope of *Services*, when requested in writing by the *Departmental Representative*; and
 - (b) prior to commencing such changes, advise the *Departmental Representative* of any known and anticipated effects of the changes on the *Construction Cost Estimate*, *Consultant fees*, *Project Schedule*, and other matters concerning the Project.

C5 Codes, By-Laws, Licences, Permits

The *Consultant* shall comply with all statutes, codes, regulations and by-laws applicable to the design and where necessary, shall review the design with those public authorities having jurisdiction in order that the consents, approvals, licences and permits required for the project may be applied for and obtained.

C6 Provision of Staff

1. The *Consultant* shall, on request, submit to the *Departmental Representative* for approval, the names, addresses, qualifications, experience and proposed roles of all persons, including principals, to be employed by the *Consultant* to provide the *Services* for the Project and, on request, submit any subsequent changes to the *Departmental Representative* for approval.
2. When fees are on a *Payroll Cost* basis, the *Consultant* shall submit to the *Departmental Representative*, for approval, a statement of *Payroll Costs*, and any amendments thereof, for all persons to be employed by the *Consultant* to provide the *Services* for the Project.

C7 Sub-Consultants

1. The *Consultant* shall:
 - (a) notify the *Departmental Representative* of those sub-consultants identified during the negotiations of this Agreement with whom the *Consultant* will enter into Agreements for part of the *Services* and, on request, provide details of the terms, and *Services* to be performed under the said Agreements and the qualifications and names of the personnel of the *Sub-Consultants* proposed to be employed on the Project;
 - (b) subsequent to this Agreement notify the *Departmental Representative* of any other *Sub-Consultants* with whom the *Consultant* intends to enter into Agreements for part of these *Services* and, on request, provide details of the terms and *Services* to be performed under the said Agreements and the qualifications and names of the personnel of these *Sub-Consultants* proposed to be employed on this Project;
 - (c) include in any Agreements entered into with sub-consultants such provisions of this Agreement as they apply to the *Sub-Consultants'* responsibilities; and

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- (d) upon written notice by a *Sub-Consultant*, with whom the *Consultant* has a direct contract, inform the *Sub-Consultant* of the *Consultant's* obligations to the *Sub-Consultant* under this Agreement.
- 2. The *Departmental Representative* may object to any *Sub-Consultant* within six (6) days of receipt of notification given in accordance with C7.1(b) and, on notification of such objection, the *Consultant* shall not enter into the intended Agreement with the *Sub-Consultant*.
- 3. Neither an Agreement with a *Sub-Consultant* nor the *Departmental Representative's* consent to such an Agreement by the *Consultant* shall be construed as relieving the *Consultant* from any obligation under this Agreement, or as imposing any liability upon *Canada*.

C8 Cost Control

- 1. Throughout Project development, the *Construction Cost Estimate* prepared by the *Consultant* shall not exceed the *Construction Cost Limit*.
- 2. In the event that the *Consultant* considers that the *Construction Cost Estimate* will exceed the *Construction Cost Limit*, the *Consultant* shall notify the *Departmental Representative*, and
 - (a) if the excess is due to factors under the control of, or reasonably foreseeable by the *Consultant*, the *Consultant* shall, if requested by the *Departmental Representative*, and at no additional cost to *Canada*, make such changes or revisions to the design as may be necessary to bring the *Construction Cost Estimate* within the *Construction Cost Limit*, or
 - (b) if the excess is due to factors that are not under the control of the *Consultant*, changes or revisions may be requested by the *Departmental Representative*. Such changes or revisions shall be undertaken by the *Consultant* at *Canada's* expense, and the cost involved shall become an amount to be mutually agreed, prior to performance of the said changes or revisions.
- 3. If the lowest price obtained by bid process or negotiation exceeds the *Construction Cost Limit*, and if the excess is due to reasons within the control of, or reasonably foreseeable by the *Consultant*, the *Consultant* shall, if requested by the *Departmental Representative*, and without additional charge, co-operate in revising the Project scope and quality as required to reduce the construction cost and shall modify the construction documents as necessary to comply with the *Construction Cost Limit*.

C9 Additional Services

Additional *Services*, if required, shall be as described elsewhere in this Agreement and shall be determined in the manner set out in the "Calculation of Fees" and "Agreement Particulars" clauses.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in Architectural and Engineering Consultant Agreements - Buildings, Engineering Works and General.

R0300D (16/02/98) Supplementary General Conditions

- 1. Other Supplementary Conditions (as applicable)
- _____
- _____

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Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in the Architectural and Engineering Consultant Agreement - Open.

R0301D (16/02/98) Supplementary Conditions - Open

1. Services

- (a) This A&E Agreement - Open is for the acquisition of *Services* to be performed by the *Consultant* for projects to be designated from time to time by the *Departmental Representative*.
- (b) The *Consultant* agrees to provide only the *Services* required under a Commitment for *Services*. The Commitment for *Services* shall be provided by the *Departmental Representative* for the designated project(s).
- (c) The Commitment for *Services* shall be the written instructions and any amendments, provided by the *Departmental Representative* from time to time, describing, among other things
 - (1) the *Services* to be provided
 - (2) the terms of payment agreed upon for such *Services*.

2. Term of this Agreement

This Agreement shall remain in effect until either party gives notice that no further *Services* shall be required or performed, or in the absence of such notice, until the expiration of two (2) years from the date of this Agreement. In the event that *Services* undertaken prior to the two (2) year expiry date are not fully completed at the said expiry date, the Agreement will expire upon completion of such *Services*, or upon notice from the *Minister* in accordance with the provisions of General Conditions A1.9.

3. Statutory Declaration

Before final payment is made under each Commitment for *Services*, the *Consultant* shall provide a Statutory Declaration evidencing that all the *Consultant's* financial obligations in connection with the Commitment for *Services* have been met.

4. Other Supplementary Conditions (if applicable)

Remarks: Use this clause in Architectural and Engineering Consultant Agreement - Buildings.

R0400D (16/02/98) A&E Agreement - Buildings

The following documents and any amendments relating thereto (referred to herein as the "Agreement") form the Agreement between Canada and the Consultant:

R - REAL PROPERTY CONTRACTING

R0412D Articles of Agreement

R0425D Instructions and Conditions

R0220D General Conditions

A GENERAL PROVISIONS

- A1** Definitions
- A2** Interpretations
- A3** Successors and Assigns
- A4** Assignment
- A5** Administration
- A6** Indemnification
- A7** Notices
- A8** Suspension
- A9** Termination
- A10** Taking the Services out of the Consultant's Hands
- A11** Records to be Kept by the Consultant
- A12** National or Departmental Security
- A13** Copyright and Reuse of Documents
- A14** Conflict of Interest
- A15** Status of Consultant
- A16** Declaration by Consultant
- A17** Insurance
- A18** Resolution of Disagreements
- A19** Members of House of Commons
- A20** Amendments
- A21** Entire Agreement
- A22** Lobbyist Certification - Contingency Fees
- A23** Non-discrimination in Hiring and Employment Practices
- A24** Supplementary Conditions

B TERMS OF PAYMENT

- B1** Fees
- B2** Payments to the Consultant
- B3** Delayed Payment
- B4** Claims Against, and Obligations of, the Consultant
- B5** No Payment for Errors and Omissions
- B6** Payment for Changes and Revisions
- B7** Suspension Costs
- B8** Termination Costs
- B9** Disbursements

C CONSULTANT SERVICES AND DEPARTMENTAL RESPONSIBILITIES

- C1** Services
- C2** Time Schedule
- C3** Project Information, Decisions, Acceptances, Approvals
- C4** Changes in Services
- C5** Codes, By-Laws, Licences, Permits
- C6** Provision of Staff
- C7** Sub-Consultants
- C8** Cost Control
- C9** Additional Services

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R0300D	Supplementary Conditions
R1000D	Basic Services
R1001D	Analysis of Project Brief
R1002D	Design Concept
R1003D	Design Development
R1008D	Documents, Estimate and Schedule
R1009D	Tender Call, Evaluation & Contract Award
R1010D	Construction and Contract Administration
R1011D	Post-Construction Warranty Review
R1012D	Modification to Basic Services
R1014D	Additional Services Bilingual Construction Documents Resident Services During Construction Other Additional Services
R2000D	Calculation of Fees - Buildings Fee Arrangement(s) for Basic Services Payments for Basic Services Fee Arrangement(s) for Additional Services Payments for Additional Services
R2001D	Agreement Particulars - Buildings

Remarks: Use the following clause in Architectural and Engineering Consultant Agreement - Engineering Works.

R0401D (16/02/98) A&E Agreement - Engineering Works

The following documents and any amendments relating thereto (referred to herein as the "Agreement") form the Agreement between Canada and the Consultant:

R0412D	Articles of Agreement
R0425D	Instructions and Conditions
R0220D	General Conditions

A GENERAL PROVISIONS

A1	Definitions
A2	Interpretations
A3	Successors and Assigns

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- A4** Assignment
- A5** Administration
- A6** Indemnification
- A7** Notices
- A8** Suspension
- A9** Termination
- A10** Taking the Services out of the Consultant's Hands
- A11** Records to be Kept by the Consultant
- A12** National or Departmental Security
- A13** Copyright and Reuse of Documents
- A14** Conflict of Interest
- A15** Status of Consultant
- A16** Declaration by Consultant
- A17** Insurance
- A18** Resolution of Disagreements
- A19** Members of House of Commons
- A20** Amendments
- A21** Entire Agreement
- A22** Lobbyist Certification - Contingency Fees
- A23** Non-discrimination in Hiring and Employment Practices
- A24** Supplementary Conditions

B TERMS OF PAYMENT

- B1** Fees
- B2** Payments to the Consultant
- B3** Delayed Payment
- B4** Claims Against, and Obligations of, the Consultant
- B5** No Payment for Errors and Omissions
- B6** Payment for Changes and Revisions
- B7** Suspension Costs
- B8** Termination Costs
- B9** Disbursements

C CONSULTANT SERVICES AND DEPARTMENTAL RESPONSIBILITIES

- C1** Services
- C2** Time Schedule
- C3** Project Information, Decisions, Acceptances, Approvals
- C4** Changes in Services
- C5** Codes, By-Laws, Licences, Permits
- C6** Provision of Staff
- C7** Sub-Consultants
- C8** Cost Control
- C9** Additional Services

- R0300D** Supplementary Conditions
- R1004D** Categories of Services
- R1005D** Terms of Reference and Conceptual Design
- R1006D** Preliminary Design
- R1008D** Documents, Estimate and Schedule

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R1009D	Tender Call, Evaluation & Contract Award
R1010D	Construction and Contract Administration
R1011D	Post-Construction Warranty Review
R1013D	Modification to Categories of Services
R1014D	Additional Services Bilingual Construction Documents Resident Services During Construction Other Additional Services
R2002D	Calculation of Fees - Engineering Works Fee Arrangement(s) for Categories of Services Payments for Categories of Services Fee Arrangement(s) for Additional Services Payments for Additional Services
R2003D	Agreement Particulars - Engineering Works

Remarks: Use the following clause in the Architectural and Engineering Consultant Agreement - General.

R0402D (16/02/98) A&E Agreement - General

The following documents and any amendments relating thereto (referred to herein as the "Agreement") form the Agreement between Canada and the Consultant:

R0412D Articles of Agreement

R0425D Instructions and Conditions

R0220D General Conditions

A GENERAL PROVISIONS

A1	Definitions
A2	Interpretations
A3	Successors and Assigns
A4	Assignment
A5	Administration
A6	Indemnification
A7	Notices
A8	Suspension
A9	Termination
A10	Taking the Services out of the Consultant's Hands
A11	Records to be Kept by the Consultant
A12	National or Departmental Security
A13	Copyright and Reuse of Documents
A14	Conflict of Interest
A15	Status of Consultant
A16	Declaration by Consultant
A17	Insurance

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- A18 Resolution of Disagreements
- A19 Members of House of Commons
- A20 Amendments
- A21 Entire Agreement
- A22 Lobbyist Certification - Contingency Fees
- A23 Non-discrimination in Hiring and Employment Practices
- A24 Supplementary Conditions

B TERMS OF PAYMENT

- B1 Fees
- B2 Payments to the Consultant
- B3 Delayed Payment
- B4 Claims Against, and Obligations of, the Consultant
- B5 No Payment for Errors and Omissions
- B6 Payment for Changes and Revisions
- B7 Suspension Costs
- B8 Termination Costs
- B9 Disbursements

C CONSULTANT SERVICES AND DEPARTMENTAL RESPONSIBILITIES

- C1 Services
- C2 Time Schedule
- C3 Project Information, Decisions, Acceptances, Approvals
- C4 Changes in Services
- C5 Codes, By-Laws, Licences, Permits
- C6 Provision of Staff
- C7 Sub-Consultants
- C8 Cost Control
- C9 Additional Services

- R0300D Supplementary Conditions
- R1015D Description of Required Services
- R1016D Additional Services - General
 - Bilingual Construction Documents
 - Resident Services During Construction
- R2006D Calculation of Fees - General
 - Fee Arrangement(s) for the Required Services
 - Payments Stages
- R2007D Agreement Particulars - General

Remarks: Use the following clause in Architectural and Engineering Consultant Agreement - Open.

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R0403D (16/02/98) A&E Agreement - Open

The following documents and any amendments relating thereto (referred to herein as the "Agreement") form the Agreement between Canada and the Consultant:

R0412D Articles of Agreement

R0425D Instructions and Conditions

R0220D General Conditions

A GENERAL CONDITIONS

- A1** Definitions
- A2** Interpretations
- A3** Successors and Assigns
- A4** Assignment
- A5** Administration
- A6** Indemnification
- A7** Notices
- A8** Suspension
- A9** Termination
- A10** Taking the Services out of the Consultant's Hands
- A11** Records to be Kept by the Consultant
- A12** National or Departmental Security
- A13** Copyright and Reuse of Documents
- A14** Conflict of Interest
- A15** Status of Consultant
- A16** Declaration by Consultant
- A17** Insurance
- A18** Resolution of Disagreements
- A19** Members of House of Commons
- A20** Amendments
- A21** Entire Agreement
- A22** Lobbyist Certification - Contingency Fees
- A23** Non-discrimination in Hiring and Employment Practices
- A24** Supplementary Conditions

B TERMS OF PAYMENT

- B1** Fees
- B2** Payments to the Consultant
- B3** Delayed Payment
- B4** Claims Against, and Obligations of, the Consultant
- B5** No Payment for Errors and Omissions
- B6** Payment for Changes and Revisions
- B7** Suspension Costs
- B8** Termination Costs
- B9** Disbursements

C CONSULTANT SERVICES AND DEPARTMENTAL RESPONSIBILITIES

- C1** Services
- C2** Time Schedule
- C3** Project Information, Decisions, Acceptances, Approvals
- C4** Changes in Services
- C5** Codes, By-Laws, Licences, Permits

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- C6 Provision of Staff
- C7 Sub-Consultants
- C8 Cost Control
- C9 Additional Services

R0301D Supplementary Conditions - Open
Services
Term of this Agreement
Statutory Declaration
Other Supplementary Conditions

R1017D Services to be Provided

R2008D Calculation of Fees - Open

R2009D Agreement Particulars - Open

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in Architectural and Engineering Consultant Agreements - Buildings, Engineering Works, Open and General.

R0412D (16/02/98) Articles of Agreement

These Articles of Agreement made the ____ day of ____ 19 ____ ,

between

Canada, represented by the Minister of Public Works and Government Services (referred to herein as the "Minister"),

and

____ (referred to herein as the "Consultant").

For the following Project:

Title: ____

Location: ____

Description: ____ (referred to herein as the "Project").

Canada and the Consultant agree as follows:

1. SERVICES

The Consultant shall perform and complete the Services that are described in this Agreement.

2. PAYMENT

- (a) Subject to the terms and conditions of this Agreement, and in consideration for the performance of the Services, Canada shall pay to the Consultant a sum of money

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calculated in accordance with the provisions of the Calculation of Fees and Agreement Particulars.

- (b) The maximum amount payable under this Agreement, including fees and disbursements, shall not exceed the sum specified in the Agreement Particulars, without the prior written authorization of the *Departmental Representative*.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

EXECUTED IN THE PRESENCE OF:

CONSULTANT

WITNESS

Signature

Signature

(Print name of signatory)

(Print capacity of signatory)

Signature

Signature

(Print name of signatory)

(Print capacity of signatory)

On behalf of Canada

Signature

(Print name of the officer)

(Print capacity of the officer)

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Signature

(Print name of the officer)

(Print capacity of the officer)

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in Architectural Engineering and Consultant Agreements - Buildings, Engineering Works, Open and General.

R0425D (13/12/02) Standard Instructions and Conditions

Terms and Conditions of Agreement

Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, c.16, the general terms, conditions and clauses identified herein by title, number and date, are hereby incorporated by reference into and form part of this tender, bid and any resulting contract, as though expressly set out herein, subject to any other express terms and conditions herein contained.

Standard Acquisition Clauses and Conditions Manual

All instructions, general terms, conditions and clauses identified herein by title, number and date are set out in the *Standard Acquisition Clauses and Conditions* (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC).

A hard copy of the SACC Manual (Catalogue No. P60-4/1) is available through your local book seller or by mail from:

Canadian Government Publishing
Communication Canada
Ottawa, Ontario K1A 0S9

Telephone: (819) 956-4800
Fax: (819) 994-1498
Orders only: 1-800-635-7943

An electronic version is also available at the following PWGSC Website: <http://www.pwgsc.gc.ca/sacc>.

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R0425D (24/05/02) **Standard Instructions and Conditions**

Effective 13/12/02, this clause is superseded by R0425D.

Remarks: Use this clause in the Architectural and Engineering Consultant Agreement - Buildings.

R1000D (16/02/98) **Basic Services**

1. Unless otherwise indicated in clauses R1012D, Modification to Basic Services and R2001D, Agreement Particulars, this Agreement includes the following *Basic Services*:
 - (a) Analysis of *Project Brief*
 - (b) Design Concept
 - (c) Design Development
 - (d) Construction Documents, Pre-Tender Construction Cost Estimate and Project Schedule
 - (e) Tender Call, Bid Evaluation and Construction Contract Award
 - (f) Construction and Contract Administration
 - (g) Post-Construction Warranty Review
-

Remarks: Use this clause in the Architectural and Engineering Consultant Agreement - Buildings.

R1001D (16/02/98) **Analysis of Project Brief**

The *Consultant* shall analyze the *Project Brief* and advise the *Departmental Representative* of any noted problems or the need for more information, clarification and direction.

Remarks: Use this clause in the Architectural and Engineering Consultant Agreement - Buildings.

R1002D (16/02/98) **Design Concept**

1. The *Consultant* shall:
 - (a) submit to the *Departmental Representative*, design concept documents in sufficient detail to illustrate the design concept and to demonstrate compliance with the *Project Brief*,
 - (b) submit a preliminary *Construction Cost Estimate*, *Cost Plan* and *Project Schedule* to confirm the feasibility of the Project, and

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- (c) provide copies of all design concept documents in the type and number specified in clause R2001D, Agreement Particulars.
-

Remarks: Use this clause in the Architectural and Engineering Consultant Agreement - Buildings.

R1003D (16/02/98) Design Development

1. The *Consultant* shall, after acceptance of the design concept documents, prepare and
 - (a) submit to the *Departmental Representative*, design development documents in sufficient detail to define the size, intent and character of the entire Project;
 - (b) submit an updated *Construction Cost Estimate* based on the design development documents, and an updated *Cost Plan* and *Project Schedule*; and
 - (c) provide copies of all design development documents in the type and number specified in clause R2001D, Agreement Particulars.
-

Remarks: Use this clause in the Architectural and Engineering Consultant Agreement - Engineering Works.

R1004D (16/02/98) Categories of Service

1. Unless otherwise indicated in clause R1013D, Modification to Categories of Services or clause R2003D, Agreement Particulars, this Agreement includes the following Categories of Services:
 - (a) Analysis of *Terms of Reference* and Conceptual Design,
 - (b) Preliminary Design,
 - (c) Construction Documents, Pre-Tender *Construction Cost Estimate* and *Project Schedule*,
 - (d) Tender Call, Bid Evaluation and *Construction Contract Award*,
 - (e) Construction and Contract Administration,
 - (f) Post-Construction Warranty Review.
-

Remarks: Use this clause in the Architectural and Engineering Consultant Agreement - Engineering Works.

R1005D (16/02/98) Terms of Reference and Conceptual Design

1. The *Consultant* shall:
 - (a) analyze the *Terms of Reference*, and other relevant information and advise the *Departmental Representative* of any noted problems or the need for more information, clarification and direction;
 - (b) study the potential site or sites and related site data and identify any related issues;

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- (c) develop alternative conceptual designs for each potential site, evaluate their feasibility and provide recommendations including a preliminary *Construction Cost Estimate* and *Project Schedule* for each alternative conceptual design;
 - (d) provide copies of all conceptual design documents in the type and number specified in clause R2003D, Agreement Particulars.
-

Remarks: Use this clause in the Architectural and Engineering Consultant Agreement - Engineering Works.

R1006D (16/02/98) Preliminary Design

1. The *Consultant* shall, after acceptance of the conceptual design, prepare and
 - (a) submit to the *Departmental Representative*, preliminary design documents in sufficient detail to illustrate the preliminary design and to demonstrate compliance with the *terms of reference*;
 - (b) submit a preliminary *Construction Cost Estimate*, *Cost Plan* and *Project Schedule* to confirm the feasibility of the project; and
 - (c) provide copies of all preliminary design documents in the type and number specified in clause R2003D, Agreement Particulars.
-

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in the Architectural and Engineering Consultant Agreement - Buildings and Engineering Works. When this clause is used in Buildings requirements, insert "R2001D"; when used in Engineering Works requirements, insert "R2003D".

R1008D (16/02/98) Documents, Estimate and Schedule

Construction Documents

1. The *Consultant* shall, after acceptance of the design development documents, prepare and
 - (a) submit for review to the *Departmental Representative* construction documents detailing the requirements for the construction of the Project at each stage of production as specified in clause _____, Agreements Particulars.
 - (b) submit an updated *Cost Plan* including a *Construction Cost Estimate* and *Project Schedule* at each specified stage of production;
 - (c) provide copies of all construction documents submitted, in the type and number specified in clause _____.

Pre-Tender *Construction Cost Estimate* and *Project Schedule*

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The *Consultant* shall prepare for tender call purposes and submit to the *Departmental Representative* for acceptance a final *Construction Cost Estimate* based on the approved construction documents, together with a breakdown thereof, and an updated *Project Schedule*.

Remarks: Use this clause in Architectural and Engineering Consultant Agreements - Buildings and Engineering Works.

R1009D (16/02/98) Tender Call, Evaluation & Contract Award

Tender Call

1. Whereas the *Departmental Representative* shall be responsible for the production of the required number of copies of the tender documents, and for such other documents as are necessary for tender call purposes, the *Consultant* shall, after acceptance of the final submission of the construction documents, provide, in a manner satisfactory to the *Departmental Representative*, one (1) complete set of the approved working drawings on mylar or similar material, suitable for reproduction and microfilming, and two (2) sets of the approved specifications, one set to be suitable for reproduction and the other set to be properly bound and covered. The *Consultant* shall, on request:
 - (a) provide the *Departmental Representative* with information required for interpretation and clarification of the construction documents;
 - (b) assist in the evaluation and approval of equivalent alternative materials, methods and systems;
 - (c) assist with the preparation of addenda;
 - (d) attend job or site showings as required.

Bid Evaluation and Construction Contract Award

1. Whereas the *Departmental Representative* shall be responsible for assembling and issuing tender documents and arranging for the receipt of tenders and awarding of the *Construction Contract*, the *Consultant* shall, on request:
 - (a) review and evaluate the bids received for the construction of the Project, and advise on their relative merits;
 - (b) provide information to support price negotiations.
-

Remarks: Use this clause in Architectural and Engineering Consultant Agreements - Buildings and Engineering Works.

R1010D (16/02/98) Construction and Contract Administration

Construction Schedule

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1. The *Consultant* shall:
 - (a) as soon as practical after the award of the *Construction Contract*, request from the *Contractor* a detailed construction schedule, and, after review for conformity with the *Project Schedule*, forward two (2) copies of the construction schedule to the *Departmental Representative*;
 - (b) monitor and report to the *Departmental Representative* the progress of the construction; and
 - (c) notify the *Departmental Representative* of any known and anticipated delays which may affect the completion date of the Project, and keep accurate records of the causes of delays.
2. The *Departmental Representative* shall evaluate all requests from the *Contractor* for time extensions, and shall issue directions to the *Contractor* and the *Consultant*.

Construction Meetings

1. The *Consultant* shall:
 - (a) advise the *Contractor* to hold and attend construction meetings as required by the *Construction Contract*;
 - (b) advise the *Departmental Representative* of the dates and times of the proposed meetings;
 - (c) attend all such meetings;
 - (d) maintain a record of the proceedings of such meetings and provide the *Departmental Representative* with a copy thereof.

Clarification and Interpretation

The *Consultant* shall provide clarification and interpretation of the construction documents in written or graphic form, to the *Contractor* for the proper execution and progress of the construction as and when necessary.

Shop Drawings

1. The *Consultant* shall:
 - (a) specify in the construction documents the shop drawings that are to be submitted by the *Contractor*;
 - (b) review in a timely manner the shop drawings provided by the *Contractor* to determine conformity with the general concept and intent of the construction documents and indicate to the *Contractor* such conformance with the general concept or lack thereof;
 - (c) provide the *Departmental Representative* with one (1) copy when such conformity is confirmed.

Testing and Inspection

1. The *Consultant* shall:
 - (a) recommend the need for, and review, test reports of materials or construction;

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- (b) recommend quality assurance testing to be undertaken during construction, evaluate the results and advise the *Departmental Representative* accordingly;
- (c) request the *Contractor* to take remedial action when observed material or construction fails to comply with the requirements of the *Construction Contract*, and advise the *Departmental Representative* accordingly;
- (d) specify in the construction documents product and performance testing to be undertaken by the *Contractor*.

Site Visits

1. The *Consultant* shall:
 - (a) make visits to the site to determine, on an adequate sampling basis, whether this work is in conformity with the construction documents;
 - (b) record and report to the *Departmental Representative* on the progress, non-conformities and deficiencies observed during each site visit, and provide the *Contractor* with written progress reports and lists of deficiencies observed;
 - (c) recommend the action to be taken.

Changes to *Construction Contract*

1. The *Consultant* shall:
 - (a) submit all requests and recommendations for changes to the *Construction Contract* and their implications to the *Departmental Representative* for approval;
 - (b) obtain quotations from the *Contractor* for contemplated changes, review the prices for acceptability, assess the effect on construction progress, and submit recommendations to the *Departmental Representative*.
2. The *Departmental Representative* shall issue Change Orders for all approved changes.

Contractor's Progress Claims

1. The *Consultant* shall:
 - (a) request from the *Contractor* a cost breakdown of the *Construction Contract Award Price* in detail appropriate to the size and complexity of the Project, or as may otherwise be specified in the *Construction Contract*, and submit the cost breakdown to the *Departmental Representative* prior to the *Contractor's* first progress claim;
 - (b) examine progress claims in a timely manner and, if acceptable, certify the progress claims for work completed and materials delivered pursuant to the *Construction Contract*, and submit them to the *Departmental Representative* for approval and processing; and
 - (c) if the construction is based on unit prices, measure and record the quantities of labour, materials and equipment involved for the purpose of certifying progress claims.

Interim Completion of the Project

1. The *Consultant* shall:

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- (a) review the construction with the *Departmental Representative* and the *Contractor*, and record all unacceptable and incomplete work detected;
- (b) request from the *Contractor*, review for completeness and adequacy and provide the *Departmental Representative* with, all operation and maintenance manuals and any other documents or items to be provided by the *Contractor*, in accordance with the *Construction Contract*;
- (c) prepare and submit to the *Departmental Representative* for approval and processing, and as a basis for payment to the *Contractor*, an Interim Certificate of Completion as required by the *Construction Contract*, together with supporting documents properly signed and certified.

As-built and Record Drawings

- 1. The *Consultant* shall, before issuance of the Final Certificate of Completion:
 - (a) prepare and provide the *Departmental Representative* with a complete set of record drawings of the type and number as specified in clause R2001D, Agreement Particulars;
 - (b) verify that record drawings are suitable for microfilming, incorporating all recorded changes to the original working drawings based on as-built prints, drawings and other information provided by the *Contractor*, together with change orders and site instructions;
 - (c) verify that record drawings are labelled "Record", dated and signed by the *Consultant*, and provide also a marked-up copy of the specifications recording changes related thereto.

Final Completion of the Project

- 1. The *Consultant* shall:
 - (a) advise the *Departmental Representative* when the construction has been completed in general conformity with the *Construction Contract*;
 - (b) make a final review of the construction with the *Departmental Representative* and the *Contractor* and, if satisfactory, prepare and submit to the *Departmental Representative* for approval and final payment to the *Contractor*, a Final Certificate of Completion as required by the *Construction Contract*, together with supporting documents properly signed and certified, including manufacturers' and suppliers' warranties.

Remarks: Use this clause in Architectural and Engineering Consultant Agreements - Buildings and Engineering Works.

R1011D (16/02/98) Post-Construction Warranty Review

- 1. The *Consultant* shall:
 - (a) review if requested, during the *Contractor's* warranty period, any defects reported by the *Departmental Representative*;
 - (b) thirty (30) days prior to the expiry of any warranty period, visit the site, and record any defects observed or reported;

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- (c) at the end of any warranty period, carry out a final review of the Project and report to the *Departmental Representative* the status of defects. If the *Departmental Representative* accepts the rectification of the defects, a notice of "Final Warranty Inspection" shall be issued to the *Contractor*.
-

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in the Architectural and Engineering Consultant Agreement - Buildings.

R1012D (16/02/98) Modification to Basic Services

The Basic *Services* are modified as follows: _____.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in the Architectural and Engineering Consultant Agreement - Engineering Works.

R1013D (16/02/98) Modification to Categories of Service

The Categories of *Services* are modified as follows: _____.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in Architectural and Engineering Consultant Agreements - Buildings and Engineering Works. When this clause is used for Buildings requirements, insert "R2001D"; when used for Engineering Works requirements, insert "R2003D".

R1014D (16/02/98) Additional Services

Bilingual Construction Documents Yes: _____ No: _____

1. The *Consultant* shall:
 - (a) provide construction documents in Canada's two Official Languages;
 - (b) affix a professional seal to both language versions of the construction documents.
2. The total amount payable for the production of bilingual construction documents shall not exceed the amount entered in clause _____, Agreement Particulars, without the prior authorization of the *Departmental Representative*.

Resident Services During Construction Yes: _____ No: _____

1. In addition to the site visits during construction referred to in clause R1010D, Construction and Contract Administration, the *Consultant* shall:

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- (a) provide continuous resident site inspection, compile and maintain up-to-date records of execution of the work;
 - (b) co-ordinate the provision of services for the inspection, testing and evaluation of suitability of materials and equipment in compliance with the *Construction Contract*;
 - (c) maintain and keep available for examination by the *Departmental Representative* an up-to-date record showing the number of persons and items of equipment employed from time to time on the Project by the *Contractor* and provide information necessary to assess the progress, determine the cause of any delays and verify any claims;
2. The total amount payable for the resident services during construction shall not exceed the amount entered in clause _____, without prior authorization of the *Departmental Representative*.

Other Additional Services

1. If applicable, the *Consultant* shall provide other additional services that may be required, such as pre-design, *specialist consultant(s)*, co-ordination, sequential tendering, etc., as described below.
2. The total amount payable for other additional services shall not exceed the amount entered in clause _____, without prior authorization of the *Departmental Representative*.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in the Architectural and Engineering Consultant Agreement - General.

R1015D (16/02/98) Description of Required Services

Required Services to be provided: _____

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in the Architectural and Engineering Consultant Agreement - General.

R1016D (16/02/98) Additional Services - General

Bilingual Construction Documents Yes: _____ No: _____

1. The *Consultant* shall:
 - (a) provide construction documents in Canada's two Official Languages;
 - (b) affix a professional seal to both language versions of the construction documents.
2. The total amount payable for the production of bilingual construction documents shall not exceed the amount entered in clause R2007D, Agreement Particulars, without the prior authorization of the *Departmental Representative*.

Resident Services During Construction Yes: _____ No: _____

1. The *Consultant* shall:

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- (a) provide continuous resident site inspection, compile and maintain up-to-date records of execution of the work;
 - (b) co-ordinate the provision of services for the inspection, testing and evaluation of suitability of materials and equipment in compliance with the *Construction Contract*;
 - (c) maintain and keep available for examination by the *Departmental Representative* an up-to-date record showing the number of persons and items of equipment employed from time to time on the Project by the *Contractor* and provide information necessary to assess the progress, determine the cause of any delays and verify any claims;
2. The total amount payable for the resident services during construction shall not exceed the amount entered in clause R2007D, without prior authorization of the *Departmental Representative*.
-

Remarks: Use the following clause in the Architectural and Engineering Consultant Agreement - Open.

R1017D (16/02/98) Services to be Provided

1. The *Departmental Representative* shall provide a Commitment for Services describing the *Services* to be performed by the *Consultant*.
 2. The *Consultant* shall carry out the said *Services* within such time and cost limits as may be stipulated in the Commitment for Services or other contract documents.
-

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in the Architectural and Engineering Consultant Agreement - Buildings.

R2000D (16/02/98) Calculation of Fees

1. Fee Arrangement(s) for Basic Services

The basic fee to be paid to the *Consultant* for the Basic *Services* described herein, shall be determined by one or more of the following arrangements:

(a) Percentage Fee

The calculation of the total basic fee recognizes the variability of the *Construction Cost Estimate* as the Project develops. The basic fee for the various *Services* of the Project development shall be calculated on the basis of the following formula:

An amount equal to $F \times A$

Where F = the percentage specified in clause R2001D, Agreement Particulars, and A = as follows:

- (1) At Analysis of *Project Brief* and Design Concept:
 A = the *Construction Cost Estimate* at the time of signing this Agreement.
- (2) At Design Development:

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A = the accepted preliminary *Construction Cost Estimate* prepared on completion of the design concept documents.

- (3) At Construction Documents:
A = the accepted updated *Construction Cost Estimate* prepared on completion of the design development documents.
- (4) At Tender Call and Tender Evaluation:
A = the accepted final *Construction Cost Estimate* prepared on completion of the construction documents.
- (5) At Construction and Contract Administration and Post Construction Warranty Review:
A = the *Construction Contract Award Price*.

The total basic fee is adjusted in accordance with the terms of any authorization pursuant to B6 in clause R0220D, General Conditions.

(b) Fixed Fee

The fixed fee shall be in the amount(s) specified in clause R2001D.

(c) Time Based Fee

- (1) Principals and executives, and other personnel approved in that capacity by the *Departmental Representative* shall be paid at the hourly rate specified in clause R2001D.
- (2) Staff approved by the *Departmental Representative* shall be paid at *Payroll Cost* multiplied by the factor(s) specified in clause R2001D, except that the multiplying factor shall not be applied to the premium portion of authorized overtime included in *Payroll Cost*.
- (3) Normal Working Hours
The normal working hours per day for principals, executives and *Consultant's* employees, shall be deemed to be seven and a half (7.5) hours of any day during which they are actually engaged in the performance of the *Services*.
- (4) Travel Time
Travel time during normal working hours, that is related to the Project and authorized by the *Departmental Representative*, shall be chargeable as time worked.

Travel time outside normal working hours, that is related to the Project and authorized by the *Departmental Representative*, shall be chargeable up to a maximum of three (3) hours per day, unless otherwise authorized.
- (5) Maximum Amount(s) Payable
The maximum amount(s) that applies (apply) to the *Services* to be carried out at time rates shall be as specified in clause R2001D, which amount(s) shall not be exceeded without the prior authorization of the *Departmental Representative*.

2. Payments for Basic Services

- (a) Payments in respect of the percentage fee arrangement shall be made during the performance of the *Services*, on the basis of the fee calculations as described in subsection 1.(a) above, for each of the Basic Services equal to the amounts specified below:

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- (1) Payment for Analysis of *Project Brief* and Design Concept:
Upon acceptance of the design concept documents, an amount equal to 10 percent of the basic fee;
 - (2) Payment for Design Development:
Upon acceptance of the design development documents, an amount equal to 15 percent of the basic fee;
 - (3) Payment for Construction Documents:
Upon acceptance of the construction documents, an amount equal to 45 percent of the basic fee;
 - (4) Payment for Tender Call, Tender Evaluation and Contract Award:
Upon award of the *Construction Contract*, or upon completion of tender evaluation(s) in such cases where Canada does not award a *Construction Contract* for reasons other than those specified in subsection 2.(f) below, an amount equal to 5 percent of the basic fee;
 - (5) Payment for Construction and Contract Administration:
Upon interim completion of the *Construction Contract*, an amount equal to 22 percent of the basic fee;
 - (6) Payment for Final Completion and Post Construction Warranty Review:
Upon reporting to the *Departmental Representative* on the status of the defects at the end of the warranty period(s) an amount equal to 3 percent of the basic fee.
- (b) Payments in respect of the fixed fee arrangement shall be made upon satisfactory performance of the *Services* but such payments shall not exceed the amount(s) as specified in clause R2001D for each *Service*.
- (c) Payments in respect of the time based fee arrangement shall be made upon satisfactory performance of the *Services* but such payments shall not exceed the amount(s) as specified in clause R2001D for each *Service*.
- (d) Progress payments, in respect of all fee arrangements, shall be made in accordance with clause R0220D of this Agreement, but such payments shall not exceed the value of the fee indicated for each *Service* under consideration.
- (e) Progress payments in respect of construction and contract administration for percentage fee or fixed fee arrangements may be made in proportion to the percentage of the construction work completed and approved for payment under the *Construction Contract*.
- (f) If, for reasons attributable to the *Consultant*, a price cannot be obtained by a tender or negotiation within the *Construction Cost Limit*, or acceptable to the *Departmental Representative* for the award of the *Construction Contract*, the *Consultant* shall be entitled to receive payment for the tender call, bid evaluation and construction contract award *Services*, only when the requirements of C8.3, in clause R0220D have been met.

3. Fee Arrangement(s) for Additional *Services*

Fee arrangement(s) of Additional *Services* described herein shall be determined as follows:

4. Payments for Additional *Services*

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Payments for Additional *Services* shall be made upon satisfactory performance of the Additional *Service(s)* but such payments shall not exceed the amount(s) specified in clause R2001D for each Additional *Service*.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in the Architectural and Engineering Consultant Agreement - Buildings.

R2001D (16/02/98) Agreement Particulars

1. Agreement Particulars (as applicable)

- (a) Supplementary Liability Insurance Requirements for this Project (clause R0220D, General Conditions) (as described in clause R0300D, Supplementary Conditions)

Amount of Insurance \$_____

- (b) Design Concept Documents (clause R1002D, Design Concept)

No. of copies:

hard copies

CADD files

- (c) Design Development Documents (clause R1003D, Design Development)

No. of copies:

hard copies

CADD files

- (d) Construction Documents (clause R1008D, Documents, Estimate and Schedule)

No. of copies during development:

hard copies

CADD files

_____% complete

_____% complete

_____% complete

_____% complete

- (e) Record Drawings (clause R1010D, Construction and Contract Administration)

No. of copies:

hard copies

CADD files

mylar

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- (f) Percentage Fee (clause R2000D, Calculation of Fees)

_____ %

- (g) Fixed Fee (clause R2000D)

SERVICES

FIXED FEE

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

MAXIMUM FIXED FEES

- (h) Time Based Fees (clause R2000D)

Hourly Rates (clause R2000D)

Principals, Executives and other Personnel approved in that capacity:

Per Hour

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

Payroll Cost Factors (clause R2000D)

Staff:

Factor:

Maximum Amount(s) Payable (clause R2000D)

SERVICES

TIME BASED FEE

\$ _____

\$ _____

\$ _____

\$ _____

MAXIMUM TIME BASED FEES

\$ _____

- (i) Fee Arrangement(s) for Additional *Services* (clause R1014D, Additional Services)

Bilingual Construction Documents:

\$ _____

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Resident *Services* During Construction: \$ _____

Other Additional *Services*:

Pre-design: \$ _____

Co-ordination: \$ _____

Sequential Tendering: \$ _____

Specialist *Consultant(s)*: \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

TOTAL FEES FOR ADDITIONAL *SERVICES*: \$ _____

(j) Maximum Amount Payable for Disbursements: (clause R0220D)

Disbursements for Basic *Services*: \$ _____

Disbursements for Additional *Services*: \$ _____

Premium for Supplementary Liability Insurance:
(subsection 1.(a) above) \$ _____

TOTAL DISBURSEMENTS: \$ _____

(k) Maximum Amount Payable:

Maximum Fees for Basic *Services*: \$ _____

Maximum Fees for Additional *Services*: \$ _____

Maximum Disbursements: \$ _____

Tax: _____ \$ _____

TOTAL THIS AGREEMENT \$ _____

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in the Architectural and Engineering Consultant Agreement - Engineering Works.

R2002D (16/02/98) Calculation of Fees

1. Fee Arrangement(s) for Categories of *Services*

The basic fee to be paid to the *Consultant* for the Categories of *Services* described herein, shall be determined by one or more of the following arrangements except that the fee for the analysis of the

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project requirements and conceptual design shall be either a fixed fee or a time based fee, as specified in clause R2003D, Agreement Particulars:

(a) Percentage Fee

Percentage fee for the following Categories of *Services* shall be calculated as follows:

- (1) The fee for Preliminary Design shall be an amount equal to the accepted preliminary *Construction Cost Estimate* prepared by the *Consultant* on completion of the Analysis of the *Terms of Reference* and Conceptual Design multiplied by the percentage specified in clause R2003D for Preliminary Design.
- (2) The fee for Construction Documents and Tender Call shall be an amount equal to the accepted updated *Construction Cost Estimate* prepared by the *Consultant* on completion of Preliminary Design multiplied by the percentage specified in clause R2003D for Construction Documents and Tender Call.
- (3) The fee for the Construction and Contract Administration shall be an amount equal to the *Construction Contract Award Price*, multiplied by the percentage specified in clause R2003D for Construction and Contract Administration.
- (4) The fee for Post-Construction Warranty Review shall be an amount equal to the *Construction Contract Award Price*, multiplied by the percentage specified in clause R2003D for Post-Construction Warranty Review.

(b) Fixed Fee

The fixed fee shall be in the amount(s) specified in clause R2003D.

(c) Time Based Fee

- (1) Principals and executives, and other personnel approved in that capacity by the *Departmental Representative* shall be paid at the hourly rate specified in clause R2003D.
- (2) Staff approved by the *Departmental Representative* shall be paid at Payroll Cost multiplied by the factor(s) specified in clause R2003D, except that the multiplying factor shall not be applied to the premium portion of authorized overtime included in *Payroll Cost*.
- (3) Normal Working Hours
The normal working hours per day for principals, executives and *Consultant's* employees, shall be deemed to be seven and a half (7.5) hours of any day during which they are actually engaged in the performance of the *Services*.
- (4) Travel Time
Travel time during normal working hours, that is related to the Project and authorized by the *Departmental Representative*, shall be chargeable as time worked. Travel time outside normal working hours, that is related to the Project and authorized by the *Departmental Representative*, shall be chargeable up to a maximum of three (3) hours per day, unless otherwise authorized.
- (5) Maximum Amount(s) Payable

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The maximum amount(s) that applies (apply) to the *Services* to be carried out at time rates shall be as specified in clause R2003D, which amount(s) shall not be exceeded without the prior authorization of the *Departmental Representative*.

2. Payments for Categories of *Services*

- (a) Payments in respect of the percentage fee arrangement shall be made during the performance of the *Services*, on the basis of the fee calculations as described in 1.(a) above of this Agreement.
- (b) Payments in respect of the fixed fee arrangement shall be made upon satisfactory performance of the *Services* but such payments shall not exceed the amount(s) as specified in clause R2003D for each Category of *Services*.
- (c) Payments in respect of the time based fee arrangement shall be made upon satisfactory performance of the *Services* but such payments shall not exceed the amount(s) as specified in clause R2003D for each Category of *Services*.
- (d) Progress payments, in respect of all fee arrangements, shall be made in accordance with clause R0220D, General Conditions, of this Agreement but such payments shall not exceed the value of the fee indicated for each Category of *Services* under consideration.
- (e) Progress payments in respect of construction and contract administration for percentage fee or fixed fee arrangements may be made in proportion to the percentage of the construction work completed and approved for payment under the *Construction Contract*.
- (f) If, for reasons attributable to the *Consultant*, a price cannot be obtained by a tender or negotiation within the *Construction Cost Limit*, or acceptable to the *Departmental Representative* for the award of the *Construction Contract*, the *Consultant* shall be entitled to receive payment for the tender call, bid evaluation and construction contract award *Services*, only when the requirements of clause R0220D have been met.

3. Fee Arrangement(s) for Additional *Services*

Fee arrangement(s) of Additional *Services* described herein shall be determined as follows:

4. Payments for Additional *Services*

Payments for Additional *Services* shall be made upon satisfactory performance of the Additional *Service(s)* but such payments shall not exceed the amount(s) specified in clause R2003D for each Additional *Service*.

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Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in the Architectural and Engineering Consultant Agreement - Engineering Works.

R2003D (16/02/98) Agreement Particulars

1. Agreement Particulars (as applicable)

- (a) Supplementary Liability Insurance Requirements for this Project (clause R0220D, General Conditions) (as described in clause R0300D, Supplementary Conditions)

Amount of Insurance \$ _____

- (b) Conceptual Design Documents (clause R1005D, Terms of Reference and Conceptual Design)

No. of copies:

hard copies CADD files

- (c) Preliminary Design Documents (clause R1006D, Preliminary Design)

No. of copies:

hard copies CADD files

- (d) Construction Documents (clause R1008D, Documents, Estimate and Schedule)

No. of copies during development:

hard copies CADD files

Draft Documents

Final Documents

- (e) Record Drawings (clause R1010D, Construction and Contract Administration)

No. of copies:

hard copies CADD files mylar

- (f) Percentage Fee (clause R2002D, Calculation of Fees)

For Preliminary Design

_____ %

For Construction Documents and Tender Call

_____ %

For Construction and Contract Administration

_____ %

For Post Construction Warranty Review

_____ %

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(g) Fixed Fee (clause R2002D)

SERVICES

FIXED FEE

\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____

MAXIMUM FIXED FEES

\$ _____

(h) Time Based Fees (clause R2002D)

Hourly Rates (clause R2002D)

Principals, Executives and other Personnel approved in that capacity:

Per Hour

\$ _____
\$ _____
\$ _____
\$ _____
\$ _____

Payroll Cost Factors (clause R2002D)

Staff

Factor

Maximum Amount(s) Payable (clause R2002D)

SERVICES

TIME BASED FEE

\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____

MAXIMUM TIME BASED FEES

\$ _____

(i) Fee Arrangement(s) for Additional *Services* (clause R1014D, Additional Services)

Bilingual Construction Documents:

\$ _____

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Resident *Services* During Construction: \$ _____

Other Additional *Services*:

Pre-design: \$ _____

Co-ordination: \$ _____

Sequential Tendering: \$ _____

Specialist Consultant(s):

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

TOTAL FEES FOR ADDITIONAL *SERVICES*: \$ _____

(j) Maximum Amount Payable for Disbursements: (clause R0220D)

Disbursements for Categories of *Services* \$ _____

Disbursements for Additional *Services*: \$ _____

Premium for Supplementary Liability Insurance: (subsection 1(a) above) \$ _____

TOTAL DISBURSEMENTS: \$ _____

(k) Maximum Amount Payable: (clause R0412D, Articles of Agreement)

Maximum Fees for Categories of *Services*: \$ _____

Maximum Fees for Additional *Services*: \$ _____

Maximum Disbursements: \$ _____

Tax: _____ \$ _____

TOTAL THIS AGREEMENT: \$ _____

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in the Architectural and Engineering Consultant Agreement - General.

R2006D (16/02/98) Calculation of Fees

1. Fee Arrangement(s) for the Required *Services*

The basic fee to be paid to the *Consultant* for the Required *Services* described herein, shall be determined by one or more of the following arrangements:

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(a) Percentage Fee

The calculation of the total basic fee recognizes the variability of the *Construction Cost Estimate* as the Project develops. The basic fee for the Required *Services* of the Project development shall be calculated on the basis of the following formula:

An amount equal to $F \times A$

Where F = the percentage specified in clause R2007D, Agreement Particulars,
and A = the *Construction Cost Estimate*
or A = the *Construction Contract Award Price*

These calculations are as follows: _____

(b) Fixed Fee

The fixed fee shall be in the amount(s) specified in clause R2007D.

(c) Time Based Fee

- (1) Principals and executives, and other personnel approved in that capacity by the *Departmental Representative* shall be paid at the hourly rate specified in clause R2007D.
- (2) Staff approved by the *Departmental Representative* shall be paid at *Payroll Cost* multiplied by the factor(s) specified in clause R2007D, except that the multiplying factor shall not be applied to the premium portion of authorized overtime included in *Payroll Cost*.
- (3) **Normal Working Hours**
The normal working hours per day for principals, executives and *Consultant's* employees, shall be deemed to be seven and a half (7.5) hours of any day during which they are actually engaged in the performance of the Required *Services*.
- (4) **Travel Time**
Travel time during normal working hours, that is related to the Project and authorized by the *Departmental Representative*, shall be chargeable as time worked. Travel time outside normal working hours, that is related to the Project and authorized by the *Departmental Representative*, shall be chargeable up to a maximum of three (3) hours per day, unless otherwise authorized.
- (5) **Maximum Amount(s) Payable**
The maximum amount(s) that applies (apply) to the Required *Services* to be carried out at time rates shall be as specified in clause R2007D, which amount(s) shall not be exceeded without the prior authorization of the *Departmental Representative*.

2. Payments Stages

- (a) Payments in respect of the percentage fee arrangement shall be made during the performance of the Required *Services*, on the basis of the fee calculations as follows:

- (b) Payments in respect of the fixed fee arrangement shall be made upon satisfactory performance of the Required *Services* but such payments shall not exceed the amount(s) as specified in clause R2007D for each Required *Service*.

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- (c) Payments in respect of the time based fee arrangement shall be made upon satisfactory performance of the Required *Services* but such payments shall not exceed the amount(s) as specified in clause R2007D for each Required *Service*.
- (d) Progress payments, in respect of all fee arrangements, shall be made in accordance with clause R0220D, General Conditions, of this Agreement but such payments shall not exceed the value of the fee indicated for each Required *Service* under consideration.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in the Architectural and Engineering Consultant Agreement - General.

R2007D (16/02/98) Agreement Particulars

1. Agreement Particulars (as applicable)

- (a) Supplementary Liability Insurance Requirements for this Project (as described in clause R0300D, Supplementary Conditions)

Amount of Insurance \$ _____

- (b) Documents for Required *Services*
Documents

No. of copies:
hard copies

CADD files

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- (c) Percentage Fee (clause R2006D, Calculation of Fees)

_____ %

- (d) Fixed Fee (clause R2006D)

SERVICES

FIXED FEE

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

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_____	\$ _____
_____	\$ _____
MAXIMUM FIXED FEES	\$ _____

(e) Time Based Fees (clause R2006D)

Hourly Rates (clause R2006D)

Principals, Executives and other Personnel approved in that capacity	Per Hour
--	----------

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Payroll Cost Factors (clause R2006D)

Staff	Factor
-------	--------

_____	_____
_____	_____
_____	_____
_____	_____

Maximum Amount(s) Payable (clause R2006D)

SERVICES

TIME BASED FEE

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
MAXIMUM TIME BASED FEES	\$ _____

(f) Fee Arrangement(s) for Additional Services (clause R1016D, Additional Services)

Bilingual Construction Documents:	\$ _____
-----------------------------------	----------

Resident Services During Construction:	\$ _____
--	----------

TOTAL FEES FOR ADDITIONAL SERVICES:	\$ _____
-------------------------------------	----------

(g) Maximum Amount Payable for Disbursements: (clause R0220D, General Conditions)

Disbursements	\$ _____
---------------	----------

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Premium for Supplementary Liability Insurance:
(subsection 1.(a) above)

\$ _____

TOTAL DISBURSEMENTS

\$ _____

(h) Maximum Amount Payable:

Maximum Fees for Required *Services*:

\$ _____

Maximum Fees for Additional *Services*:

\$ _____

Maximum Disbursements:

\$ _____

Tax:

\$ _____

TOTAL THIS AGREEMENT

\$ _____

Remarks: Use the following clause in the Architectural and Engineering Consultant Agreement - Open.

R2008D (16/02/98) Calculation of Fees

1. Fee Arrangements for *Services*

- (a) The fees and disbursements are only payable when the *Consultant* has performed the *Services* in accordance with the Commitment for *Services*.
- (b) Canada shall pay to the *Consultant* as consideration for the execution of the *Services* described in the Commitment for *Services* a sum of money calculated by one or several of the following methods which shall be specified in the Commitment for *Services* document:
 - (1) **Percentage Fee**
A fee calculated as an agreed percentage of the approved *Construction Cost Estimate* payable as described in the Commitment for *Services*.
 - (2) **Fixed Fee**
An agreed fixed fee being the total amount payable for *Services* rendered pursuant to the Commitment for *Services*.
 - (3) **Time Based Fee**
 - (i) Principals and executives, and other personnel approved in that capacity by the *Departmental Representative* shall be paid at the hourly rate specified in the Commitment for *Services*;
 - (ii) Staff approved by the *Departmental Representative* shall be paid at *Payroll Cost* multiplied by the factor(s) specified in the Commitment for *Services*, except that the multiplying factor shall not be applied to the premium portion of authorized overtime included in *Payroll Cost*;
 - (iii) Normal Working Hours

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The normal working hours per day for principals, executives and *Consultant's* employees, shall be deemed to be seven and a half (7.5) hours of any day during which they are actually engaged in the performance of the *Services*;

- (iv) **Travel Time**
Travel time during normal working hours, that is related to the Project and authorized by the *Departmental Representative*, shall be chargeable as time worked. Travel time outside normal working hours, that is related to the Project and authorized by the *Departmental Representative*, shall be chargeable up to a maximum of three (3) hours per day, unless otherwise authorized;
- (v) **Maximum Amount(s) Payable**
The maximum amount(s) that applies (apply) to the *Services* to be carried out at time rates shall be as specified in the Commitment for Services, which amount(s) shall not be exceeded without the prior authorization of the *Departmental Representative*.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in the Architectural and Engineering Consultant Agreement - Open.

R2009D (16/02/98) Agreement Particulars

1. Agreement Particulars (as applicable)

- (a) Supplementary professional liability insurance coverage for the *Services* included in this agreement (clause R0220D, General Conditions) is as described in the Commitment for Services.
- (b) **Maximum Amount Payable**

The maximum amount payable by Canada under this Agreement including miscellaneous disbursements shall not exceed the total sum of \$_____ without the prior written authorization of the *Departmental Representative*.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

R4000D (16/02/98) Statutory Declaration

Canada, Province or Territory of _____
IN THE MATTER OF an agreement bearing no. _____ and dated the _____ day of _____, 19_____
between Canada, and _____ {insert full name of Consultant and delete this instruction} hereinafter referred to as the _____ {insert Consultant or Manager as applicable and delete this instruction}, for _____ {insert description and location of project}, and IN THE

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MATTER OF ¹ a service completed or ² the final payment for the service (refer to clause R0220D, General Conditions, of the Agreement), as indicated by a CHECKMARK { } in APPLICABLE BOX below.

TO WIT:

I, _____, of _____
(Name of Declarant) (Declarant's address)

do solemnly declare that I am _____
(Capacity of Declarant)

and as such have personal knowledge of the said agreement and the facts and matters stated herein, and

¹ ☐ that, up to the date of completion of the service described in the agreement as: _____ {insert the service attested to as described in the Agreement and delete this instruction} the Consultant has complied with and discharged all lawful obligations arising out of the execution of this service.

OR

² ☐ that, up to the date of final completion of the services, the Consultant has complied with and discharged all its lawful obligations in respect of the services contracted for and discharged and satisfied all lawful claims against it that arose out of the performance of the services, except for the amounts owing which total \$ ____.

A detailed explanatory statement of the amounts owing, including any amounts in dispute, must be attached as part of this Statutory Declaration.

And I make this SOLEMN DECLARATION conscientiously believing it to be true and knowing it is of the same force and effect as if made under oath, and by virtue of the *CANADA EVIDENCE ACT*.

Witnessing Authority

Please clearly state authority for receiving solemn declaration

Declarant:

(Notary Public, Commissioner, or other authorized officer)

DECLARED before me at _____

this _____ day of _____, 19____

(Signature of person before whom the Declaration is made)

(Signature of Declarant)

(Name of person before whom the Declaration is made)

Notaries affix Notarial Seal

NOTICE:

If this Declaration is not complete in every detail, it will be returned for completion and payment will be delayed.

Sections 131 and 361 of the Criminal Code of Canada which deals with offences relating to affidavits are hereby brought to the attention of the Declarant

Section 5

W - LAND CLAIMS SET-ASIDE

W - LAND CLAIMS SET-ASIDE

SUPPLEMENT

PLEASE INSERT PAGES i TO ii AS THE FIRST PAGES IN SUBSECTION 5W

Because of the limited number of revisions required in subsection W, it has been decided not to reprint the subsection in its entirety. The following revisions will be incorporated in the next major revision/reprint of this subsection. Users are requested to take note of these changes.

W0001T
(15/06/98)

Delivery Requirements Outside CLCSAs

Effective 01/12/00, this clause is superseded by W0001T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

This clause is to be used in solicitations involving final delivery to locations **outside** Comprehensive Land Claims Settlement Areas (CLCSAs) when the original requirement has been divided to handle final delivery locations **outside** CLCSAs on one solicitation and final delivery locations **inside** CLCSAs on a different solicitation. Contracting Officers are to modify the clauses as required for either a standing offer or contract and to insert the solicitation number dealing with deliveries inside CLCSAs.

The second paragraph of this clause is to cover the eventuality of there being no bids received as a result of the solicitation pertaining to delivery locations inside a CLCSA. The clause gives Canada the capability to include final delivery locations inside CLCSAs in the proposed standing offer/contract with the successful bidder of the solicitation for delivery points outside CLCSAs.

W0001T
(01/12/00)

Delivery Requirements Outside CLCSAs

Any resulting Standing Offer(s)/Contract(s) shall be for delivery requirements to locations within Canada, except locations within Comprehensive Land Claims Settlement Areas (CLCSAs). For delivery requirements to locations within CLCSAs, solicitation number ____ (*insert applicable number*) applies.

In the event that there (is/are) no (Standing Offer(s)/Contract(s)) (issued/awarded) pursuant to solicitation number ____ (*insert applicable number*), Canada reserves the right to negotiate for deliveries within CLCSAs with suppliers who have been approved for (issuance/award) of a (Standing Offer/Contract) under this (Request for Standing Offer/Request for Proposal).

W0002D
(15/06/98)

Delivery Requirements Outside a CLCSA

Effective 01/12/00, this clause is superseded by W0002D.

W - LAND CLAIMS SET-ASIDE

Remarks: This clause is to be used in both solicitations and standing offers/contracts when the procurement will only provide for delivery locations **outside** a Comprehensive Land Claims Settlement Area (CLCSA), only one solicitation will be issued, and the destinations are not specified. Contracting Officers are to modify the clause as required for either a standing offer or contract.

W0002D **Delivery Requirements Outside a CLCSA**
(01/12/00)

The resulting (Standing Offer/Contract) is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be submitted to the Department of Public Works and Government Services for individual processing.

W0003D **FOB Destination Outside CLCSAs**
(15/06/98)

Effective 01/12/00, this clause is superseded by W0003D.

Remarks: This clause is to be used in both solicitations and standing offers/contracts involving delivery locations **outside** Comprehensive Land Claims Settlement Areas when the term "FOB Destination" is used and the procurement is for unspecified destinations.

W0003D **FOB Destination Outside CLCSAs**
(01/12/00)

Any reference within this document to "FOB Destination any point in Canada" or "FOB Destination/Region" shall apply **ONLY** to destinations which are not within a Comprehensive Land Claims Settlement Area.

W - LAND CLAIMS SET-ASIDE

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. This clause is to be used in solicitations involving final delivery to locations **outside** Comprehensive Land Claims Settlement Areas (CLCSAs) when the original requirement has been divided to handle final delivery locations **outside** CLCSAs on one solicitation and final delivery locations **inside** CLCSAs on a different solicitation. Contracting Officers are to modify the clauses as required for either a standing offer or contract and to insert the solicitation number dealing with deliveries inside CLCSAs.

The second paragraph of this clause is to cover the eventuality of there being no bids received as a result of the solicitation pertaining to delivery locations inside a CLCSA. The clause gives Canada the capability to include final delivery locations inside CLCSAs in the proposed standing offer/contract with the successful bidder of the solicitation for delivery points outside CLCSAs.

W0001T (15/06/98) Delivery Requirements Outside CLCSAs

Any resulting Standing Offer(s)/Contract(s) shall be for delivery requirements to locations within Canada, except locations within Comprehensive Land Claims Settlement Areas (CLCSAs). For delivery requirements to locations within CLCSAs, solicitation number ____ (*insert applicable number*) applies.

In the event that there (is/are) no (Standing Offer(s)/Contract(s)) (issued/awarded) pursuant to solicitation number ____ (*insert applicable number*), Canada reserves the right to negotiate for deliveries within CLCSAs with suppliers who have been approved for (issuance/award) of a (Standing Offer/Contract) under this (Request for Standing Offer/Request for Proposal).

Remarks: This clause is to be used in both solicitations and standing offers/contracts when the procurement will only provide for delivery locations **outside** a Comprehensive Land Claims Settlement Area (CLCSA), only one solicitation will be issued, and the destinations are not specified. Contracting Officers are to modify the clause as required for either a standing offer or contract.

W0002D (15/06/98) Delivery Requirements Outside a CLCSA

The resulting (Standing Offer/Contract) is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be submitted to the Department of Public Works and Government Services for individual processing.

Remarks: This clause is to be used in both solicitations and standing offers/contracts involving delivery locations **outside** Comprehensive Land Claims Settlement Areas when the term "FOB Destination" is used and the procurement is for unspecified destinations.

W - LAND CLAIMS SET-ASIDE

W0003D (15/06/98) FOB Destination Outside CLCSAs

Any reference within this document to "FOB Destination any point in Canada" or "FOB Destination/Region" shall apply ONLY to destinations which are not within a Comprehensive Land Claims Settlement Area.

Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0011T (15/06/98) JBNQA - Notification

The benefits that apply to this procurement are contained in: Section 1, James Bay and Northern Quebec Agreement (JBNQA), clauses:

4.3 The List of Inuit Firms shall be used by Canada for purposes of requesting Inuit firms to participate in solicited bidding, but shall not restrict the ability of any Inuit firm to tender bids for government contracts, in accordance with Section 9 below.

28.10.3 For projects initiated by Canada or Québec or their agencies, delegates, or contractors, and for projects by any proponent a major purpose of which is to provide goods and services to or for the benefit of Cree communities the governments shall take all reasonable measures to establish Cree priority in respect to employment and contracts created by such projects

- b) in respect to contracts arising from such projects, including requirements that the proponent;
 - ii) post calls for tenders in a public place in all Cree communities on the date on which the general public is made aware of such calls for tenders;
 - iii) set the date, location, terms and conditions for tendering so that the Cree individuals or groups may reply with reasonable ease.

29.0.31 For projects initiated or conducted by Canada or Québec or their agents, delegates or contractors, and for projects by any proponent a major purpose of which is to provide goods or services to or for the benefit of Inuit communities the governments shall take all reasonable measures to establish Inuit priority in respect to employment and contracts created by such projects:

- b) in respect to contracts arising from such projects, including requirements that the proponents:
 - ii) post calls for tenders in a public place in all Inuit communities on the date on which the general public is made aware for such calls for tenders;
 - iii) set the date, location, terms and conditions for tendering so that Inuit individuals or groups may reply with reasonable ease.

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Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0012T (15/06/98) JBNQA - Soliciting Bids

The benefits that apply to this procurement are contained in: Section 1, James Bay and Northern Quebec Agreement (JBNQA), clauses:

- 8.1 Wherever practicable and consistent with sound procurement management, contracting authorities will first solicit bids from within the Territory.
- 8.2 Where the Crown intends to solicit bids for government contracts in the Territory, the Contracting Authority will make all possible attempts to award contracts to qualified Inuit firms.
- 8.3 Where the Crown intends to solicit bids for government contracts in the Territory, the Contracting Authority shall take all reasonable measures to determine if there are Inuit firms qualified to perform government contracts.
- 8.4 Where it is determined that there is a single firm within the Territory qualified to perform a government contract, the Contracting Authority will solicit that firm to submit a bid for the government contract. The Contract may be awarded upon negotiation of acceptable terms and conditions.
- 8.5 Where the Crown intends to solicit bids from more than one qualified firm within the Territory, the Contracting Authority shall take all reasonable measures to determine if there are Inuit firms qualified to perform the government contract, and shall solicit bids from those Inuit firms.
- 8.6 Where a Contract has been awarded it is the responsibility of the Contracting Authority to ensure that the contract document contains appropriate terms and conditions to make certain that sub-contractors to the Contractor are also subject to the intent and the specific provisions of the Contract.

Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0013T (15/06/98) JBNQA - Tendering Provisions

The benefits that apply to this procurement are contained in: Section 1, James Bay and Northern Quebec Agreement (JBNQA), clauses:

- 28.10.3 For projects initiated by Canada or Québec or their agencies, delegates, or contractors, and for projects by any proponent a major purpose of which is to provide goods and services to or for the benefit of Cree communities the governments shall take all reasonable measures to establish Cree priority in respect to employment and contracts created by such projects
 - b) in respect to contracts arising from such projects, including requirements that the proponent;

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- i) design contract packages to provide to the Crees a reasonable opportunity to submit competitive tenders;
- ii) post calls for tenders in a public place in all Cree communities on the date on which the general public is made aware of such calls for tenders;
- iii) set the date, location, terms and conditions for tendering so that the Cree individuals or groups may reply with reasonable ease.

29.0.31 For projects initiated or conducted by Canada or Québec or their agents, delegates or contractors, and for projects by any proponent a major purpose of which is to provide goods or services to or for the benefit of Inuit communities the governments shall take all reasonable measures to establish Inuit priority in respect to employment and contracts created by such projects:

- b) in respect to contracts arising from such projects, including requirements that the proponents:
 - i) design contract packages to provide to the Inuit a reasonable opportunity to submit competitive tenders;
 - ii) post calls for tenders in a public place in all Inuit communities on the date on which the general public is made aware for such calls for tenders;
 - iii) set the date, location, terms and conditions for tendering so that Inuit individuals or groups may reply with reasonable ease.

Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0014T (15/06/98) JBNQA - Evaluation Criteria

The benefits that apply to this procurement are contained in: Section 1, James Bay and Northern Quebec Agreement (JBNQA), clause:

- 7.1 Whenever practicable and consistent with sound procurement management, all of the following criteria, or as many as may be appropriate with respect to any particular government contract, shall be included in the bid evaluation criteria established by the contracting authority for the awarding of government contracts in the Territory:
- a) the contribution by Inuit in carrying out the contract, which will include, but shall not be limited to, the employment of Inuit labour, the engagement of Inuit professional services or the use of Inuit suppliers;
 - b) creation of permanent head offices, administrative offices or other facilities in the Territory; and,
 - c) the undertaking of commitments, under the contract, with respect to on-the-job training or skills development for the Inuit.

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Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0021T (15/06/98) IFA - Notification

The benefits that apply to this procurement are contained in: Section 2, Inuvialuit Final Agreement (IFA), clause:

- 16.(8) In order to expand the role of the Inuvialuit Development Corporation and its subsidiaries in the supply and delivery of goods and services in the Inuvialuit Settlement Region and the Inuvialuit communities, to strengthen the economic viability of the renewable resource sector in the Inuvialuit Settlement Region, to diversify the economy of the Western Arctic, and to assist the Inuvialuit Development Corporation (IDC) and the Inuvialuit in contributing to the development of the private sector, the Government shall:
- (b) notify the Inuvialuit of all government contracts subject to public tender that relate to activities in the Inuvialuit Settlement Region and the Inuvialuit communities. Where the Inuvialuit submit the best bid having regard to price, quality, delivery and other stipulated conditions, the contract shall be awarded to the Inuvialuit; and
 - (c) notify the Inuvialuit Development Corporation of instances where federal government procurement of goods and services related to activities in the Inuvialuit Settlement Region takes place on a basis other than public tender. If the Inuvialuit are capable of supplying those goods and services on a reasonable basis, they shall receive a reasonable share of the contracts so awarded.

Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0022T (15/06/98) IFA - Evaluation Criteria

The benefits that apply to this procurement are contained in: Section 2, Inuvialuit Final Agreement (IFA), clause:

- 6.00 In accordance with normal procurement practices, the contracting authority should develop evaluation criteria to ensure fair consideration of all bids and should consider all aspects of bidders' competencies and capabilities. To avoid confusion, bid solicitation documents should define qualitative terms or terminology critical to the contracting situation.

When establishing bid evaluation criteria for the awarding of government contracts, and whenever practicable and consistent with sound procurement management, contracting authorities should

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consider the potential contribution of the Inuvialuit in carrying out the contract. This may include, as appropriate:

- (a) the employment of Inuvialuit, the engagement of Inuvialuit professional services and the use of Inuvialuit suppliers,
 - (b) the creation of administrative offices or other facilities in the Inuvialuit Settlement Region,
 - (c) the undertaking of commitments, under the contract, with respect to related on-the-job training or skills development for Inuvialuit.
-

Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0031T (15/06/98) GCLCA - Notification

The benefits that apply to this procurement are contained in: Section 3, Gwich'in Comprehensive Land Claim Agreement (GCLCA), Appendix C, clause:

- 17.2.1 For contracts to be awarded in the primary use area, Canada undertakes to include on contract lists the names of those qualified Tetlit Gwich'in who have indicated an interest in contracting.
-

Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0032T (15/06/98) GCLCA - Creation of a List

The benefits that apply to this procurement are contained in: Section 3, Gwich'in Comprehensive Land Claim Agreement (GCLCA), Appendix C, clause:

- 17.2.5 Canada shall ensure that the Tetlit Gwich'in are advised on how to access federal contracting, and that the Tetlit Gwich'in and businesses owned by the Tetlit Gwich'in are given full opportunity to be registered on any lists or inventories Canada uses for contracting purposes.
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Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0033T (15/06/98) GCLCA - Heritage Resources

The benefits that apply to this procurement are contained in: Section 3, Gwich'in Comprehensive Land Claim Agreement (GCLCA), clause:

25.1.10 The Gwich'in shall have preference in being hired at public sites, museums, heritage resource projects, archaeological works and similar public facilities and projects in the settlement area related to Gwich'in heritage resources, in a manner to be set out in the protected area agreement or, where there is no protected area agreement, in the management or work plans for the public sites, museums, projects, facilities and works referred to in this chapter. The Gwich'in Tribal Council shall be consulted in the development of such plans.

Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0034T (15/06/98) GCLCA - Designated Heritage Site

The benefits that apply to this procurement are contained in: Section 3, Gwich'in Comprehensive Land Claim Agreement (GCLCA), Appendix C, clauses:

- 9.7.1 Canada shall provide written notice to the Tetlit Gwich'in of any invitation for public tenders in respect of contracts associated with the management of heritage sites directly related to the history or culture of the Tetlit Gwich'in.
- 9.7.2 The Tetlit Gwich'in shall have the first opportunity to accept any fixed term contract offered by Canada associated with the management of a designated heritage site in the primary use area.
- 9.7.5 Canada shall include in any public tender in respect of contracts associated with the management of designated heritage sites in the primary use area:
- (a) a criterion for Tetlit Gwich'in employment; and
 - (b) a criterion for special knowledge or experience related to the designated heritage site.

Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W - LAND CLAIMS SET-ASIDE

W0035T **(15/06/98)** **GCLCA - Survey**

The benefits that apply to this procurement are contained in: Section 3, Gwich'in Comprehensive Land Claim Agreement (GCLCA), Appendix C, clauses:

- 11.6.1 (a) Where employment in surveying of Tetlit Gwich'in Yukon land is generated as a direct consequence of this appendix, Canada shall include a criterion for Tetlit Gwich'in employment in any contract opportunities associated with the survey of Tetlit Gwich'in Yukon land.
- (b) Nothing in (a) shall be construed to mean that the criterion for Tetlit Gwich'in employment shall be the determining criterion in awarding any contract.
- 11.6.2 (a) Where economic opportunities and benefits are associated with the survey of Tetlit Gwich'in Yukon land, the Tetlit Gwich'in shall have access to these opportunities and benefits. Any contract issued for the survey of Tetlit Gwich'in Yukon land shall contain the condition that the Tetlit Gwich'in and Tetlit Gwich'in businesses with the necessary qualifications and experience shall be given first consideration in providing technical and support services associated with the contract. A list of Tetlit Gwich'in businesses and Tetlit Gwich'in interested in providing such services to potential contractors for such surveys of the Tetlit Gwich'in Yukon land shall be included with all requests for proposals, and documentary proof the Tetlit Gwich'in businesses and Tetlit Gwich'in were given first consideration shall form part of a contractor's proposal.
- (b) Where Tetlit Gwich'in Yukon land abuts settlement lands of the First Nation of Na'cho N'y'ak Dun shall agree on how to share the economic benefits in (a).

Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0036T **(15/06/98)** **GCLCA - Silviculture**

The benefits that apply to this procurement are contained in: Section 3, Gwich'in Comprehensive Land Claim Agreement (GCLCA), Appendix C, clauses:

- 13.6.2 Government shall provide written notice to the Tetlit Gwich'in of any invitation for public tenders in respect of contracts associated with silviculture within the primary use area.
 - 13.6.3 The Tetlit Gwich'in shall have the first opportunity to accept any fixed term contract offered by government associated with silviculture within the primary use area.
 - 13.6.6 Government shall include a criterion for Tetlit Gwich'in employment in any contract opportunities associated with silviculture within the primary use area.
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Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0041T (15/06/98) NLCA - Notification

The benefits that apply to this procurement are contained in: Section 4, Inuit of Nunavut Land Claims Agreement (NLCA), clauses:

- 24.5.1 Where the Government of Canada or the Territorial Government solicits bids for government contracts to be performed in the Nunavut Settlement Area, it shall ensure that qualified Inuit firms are included in the list of those firms solicited to bid.
 - 24.5.2 Where an Inuit firm has previously been awarded a government contract, and has successfully carried out the contract, that Inuit firm shall be included in the solicitation to bid for contracts of a similar nature.
 - 24.5.3 In the absence of competitive bidding for government contracts, qualified Inuit firms will be given fair consideration.
-

Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0042T (15/06/98) NLCA - Creation of a list

The benefits that apply to this procurement are contained in: Section 4, Inuit of Nunavut Land Claims Agreement (NLCA), clause:

- 24.7.1 The Designated Inuit Organization shall prepare and maintain a comprehensive list of Inuit firms, together with information on the goods and services which they would be in a position to furnish in relation to government contracts. This list shall be considered by the Government of Canada and the Territorial Government in meeting their obligations under this Article.
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Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0043T (15/06/98) NLCA - Evaluation Criteria

The benefits that apply to this procurement are contained in: Section 4, Inuit of Nunavut Land Claims Agreement (NLCA), clauses:

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24.6.1 Whenever practicable, and consistent with sound procurement management, and subject to Canada's international obligations, all of the following criteria, or as many as may be appropriate with respect to any particular contract, shall be included in the bid criteria established by the Government of Canada for the awarding of its government contracts in the Nunavut Settlement Area:

- (a) the existence of head offices, administrative offices or Other facilities in the Nunavut Settlement Area;
 - (b) the employment of Inuit labour, engagement of Inuit professional services, or use of suppliers that are Inuit or Inuit firms in carrying out the contracts; or
 - (c) the undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Inuit.
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Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0044T (15/06/98) NLCA - Park Facilities

The benefits that apply to this procurement are contained in: Section 4, Inuit of Nunavut Land Claims Agreement (NLCA), clauses:

8.4.8 Where Government intends to contract for the establishment, operation or maintenance of park facilities in the Nunavut Settlement Area, Government shall:

- (a) give preferential treatment to qualified Inuit contractors where Government proposes to tender such contracts; and
- (b) ensure that all contractors give preferential treatment to Inuit.

8.4.9 A Designated Inuit Organization (DIO) shall have the right of first refusal to operate all business opportunities and ventures that are contracted out with respect to Parks in the Nunavut Settlement Area. Upon request, Government shall make available to a DIO all reports and other materials in its possession relevant to the analysis of the economic feasibility of business opportunities and ventures in Parks in the Nunavut Settlement Area.

Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

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W0045T (15/06/98) HLCA - Archaeological Work

The benefits that apply to this procurement are contained in: Section 4, Inuit of Nunavut Land Claims Agreement, clauses:

- 33.6.1 Where any agency of the Government intends to contract for carrying out of archaeological work in the Nunavut Settlement Area, the agency shall:
- (a) give preferential treatment to qualified Inuit contractors where the agency proposes to tender such contract; and
 - (b) ensure that all contractors give preferential treatment to qualified Inuit.
- 33.6.2 Any archaeological programs in the Nunavut Settlement Area that are administered by Government shall conform, at a minimum, to the employment and training provisions set out in Article 23.
-

Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0051T (15/06/98) UFACYI - Notification

The benefits that apply to this procurement are contained in: Section 5, Umbrella Final Agreement, Council for Yukon Indians (UFACYI), clause:

- 22.5.1 The Yukon, at the time it publicly invites tenders, shall provide written notice to those Yukon First Nations who have indicated a wish to be advised of public tenders. Where bidders' lists or similar methods are used, the Yukon shall notify those Yukon First Nations who have indicated their interest in contracting and their ability to supply the tendered goods or services.
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Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0052T (15/06/98) UFACYI - Creation of a List

The benefits that apply to this procurement are contained in: Section 5, Umbrella Final Agreement, Council for Yukon Indians (UFACYI), clauses:

- 22.5.4 For contracts to be awarded in the Yukon, Canada undertakes to include on contract lists those qualified Yukon First Nations who have indicated an interest in contracting.
- 22.5.8 Government shall ensure that Yukon Indian People and Yukon First Nations' corporations are advised on how to access Government contracting, and that such individuals and businesses are

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given full opportunity to be registered on any lists or inventories Government uses for contracting purposes.

Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0053T (15/06/98) UFACYI - Survey

The benefits that apply to this procurement are contained in: Section 5, Council of Yukon First Nations Final Agreement (UFACYI), clauses:

- 15.7.1 Where employment in surveying of Settlement Land is generated as a direct consequence of a Yukon First Nation Final Agreement, the parties to the Yukon First Nation Final Agreement shall negotiate as part of the Yukon First Nation Final Agreement, the participation qualifications or experience, in such employment, and the determination of such qualifications and experience.
- 15.7.2 Where economic opportunities and benefits are associated with the survey of Settlement Land, Yukon First Nations shall have access to these opportunities and benefits. Any contract issued for the survey of Settlement land shall contain the condition that Yukon Indian People and Yukon First Nation businesses with the necessary qualifications and experience shall be given first consideration in providing technical and support services associated with the contract. A list of Yukon First Nation businesses and Yukon Indian People interested in providing such services to potential contractors for such surveys of a Yukon First Nation's Settlement Land shall be included with all requests for proposals, and documentary proof the Yukon First Nation's businesses and Yukon Indian People were given first consideration shall form part of a contractor's proposal.
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Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0061T (15/06/98) NNDF - Designated Heritage Site

The benefits that apply to this procurement are contained in: Section 5.1, First Nation of Nacho Nyak Dun Final Agreement (NNDF), clauses:

- 13.12.1.1 Government shall provide written notice to the First Nation of Nacho Nyak Dun of any invitation for public tenders in respect of contracts for public tenders in respect of contracts associated with the management of a Designated Heritage Site directly related to the history or culture of Nacho Nyak Dun within the Traditional Territory of the First Nation of Nacho Nyak Dun.
- 13.12.1.2 The First Nation of Nacho Nyak Dun shall have the first opportunity to accept any fixed term contract offered by Government associated with the management of a Designated Heritage

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Site directly related to the history or culture of Nacho Nyak Dun within the Traditional Territory of the First Nation of Nacho Nyak Dun.

13.12.1.5 Government shall include in any contract opportunities associated with the management of a Designated Heritage site directly related to the history or culture of Nacho Nyak Dun within the Traditional Territory of the First Nation or the Nacho Nyak Dun:

- (a) a criterion for Nacho Nyak Dun employment; and
 - (b) a criterion for special knowledge or experience of Nacho Nyak Dun which is related to the Heritage Site.
-

Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0062T (15/06/98) NNDFA - Survey

The benefits that apply to this procurement are contained in: Section 5.1, First Nation of Nacho Nyak Dun Final Agreement (NNDFA), clauses:

- 15.7.1.1 In evaluating any competitive proposal, bid or tender for the survey of First Nation of Nacho Nyak Dun Settlement Land, Government shall include among the factors for consideration, Nacho Nyak Dun employment, Nacho Nyak Dun ownership or equity investment in the firm submitting the proposal, bid or tender, and in any subcontractor to that firm.
 - 15.7.1.2 The determination of the qualifications and experience appropriate for the survey of First Nation of Nacho Nyak Dun Settlement Land shall be set out in the economic development opportunities plan required pursuant to 22.3.1.
-

Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0063T (15/06/98) NNDFA - Silviculture

The benefits that apply to this procurement are contained in: Section 5.1, First Nation of Nacho Nyak Dun Final Agreement (NNDFA), clauses:

- 17.14.2.2 Government shall provide written notice to the First Nation of Nacho Nyak Dun of any invitation for public tenders in respect of contracts associated with silviculture within the Traditional Territory for the first Nation of Nacho Nyak Dun.

W - LAND CLAIMS SET-ASIDE

- 17.14.2.3 The First Nation of Nacho Nyak Dun shall have the first opportunity to accept any fixed term contract offered by Government associated with silviculture within the Traditional Territory of the First Nation of Nacho Nyak Dun.
- 17.14.2.6 Government shall include a criterion for Nacho Nyak Dun employment in any contract opportunities associated with silviculture within the Traditional Territory of the First Nation of Nacho Nyak Dun.
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Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0071T (15/06/98) CAFA - Use of Horses

The benefits that apply to this procurement are contained in: Section 5.2, Champagne and Aishihik First Nations Final Agreement (CAFA), Chapter 10, Schedule A, clauses:

- 9.3 The Canadian Parks Service shall provide the Champagne and Aishihik First Nations with a right of first refusal to accept any contract offered by the Canadian Parks Service for the use of horses in the Park, which right of first refusal shall be offered in the following manner:
- 9.3.1 the Canadian Parks Service shall provide notice to the Champagne and Aishihik First Nations specifying the terms and conditions of the contract;
 - 9.3.2 where the Champagne and Aishihik First Nations does not tender acceptance, the Canadian Parks Service may offer the contract publicly on the same terms and conditions specified in the notice pursuant to 9.3.1; and
 - 9.3.3 if the contract offered publicly is not accepted, the Canadian Parks Service may re-offer the contract on new terms and conditions in accordance with the procedure set out in 9.3.
-

Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0072T (15/06/98) CAFA - Trails and Roads

The benefits that apply to this procurement are contained in: Section 5.2, Champagne and Aishihik First Nations Final Agreement (CAFA), Chapter 10, Schedule A, clauses:

- 9.4 The Canadian Parks Service shall provide the Champagne and Aishihik First Nations with a right of first refusal to accept any contract offered by the Canadian Parks Service for the construction of trails or construction or maintenance of roads in the Park, which right of first refusal shall be offered in the following manner:

W - LAND CLAIMS SET-ASIDE

- 9.4.1 the Canadian Parks Service shall provide notice to the Champagne and Aishihik First Nations specifying the terms and conditions of the contract;
 - 9.4.2 where the Champagne and Aishihik First Nations does not tender acceptance within 30 days, the Canadian Parks Service may offer the contract publicly on the same terms and conditions specified in the notice pursuant to 9.4.1; and
 - 9.4.3 if the contract offered publicly is not accepted, the Canadian Parks Service may re-offer the contract on new terms and conditions in accordance with the procedure set out in 9.4.
-

Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0073T (15/06/98) CAFA - Designate Heritage Site

The benefits that apply to this procurement are contained in: Section 5.2, Champagne and Aishihik First Nations Final Agreement (CAFA), clauses:

- 13.12.1.1 Government shall provide written notice to the Champagne and Aishihik First Nations of any invitation for public tenders in respect of contracts associated with the management of a Designated Heritage Site directly related to the history or culture of Champagne and Aishihik people within the Champagne and Aishihik First Nations Traditional Territory.
 - 13.12.1.2 The Champagne and Aishihik First Nations shall have the first opportunity to accept any fixed term contract offered by Government associated with the management of a Designated Heritage Site directly related to the history or culture of Champagne and Aishihik People within the Champagne and Aishihik First Nations Traditional Territory.
 - 13.12.1.5 Government shall include in any contract opportunities associated with the management of a Designated Heritage Site directly related to the history or culture of Champagne and Aishihik People within the Champagne and Aishihik First Nations Traditional Territory:
 - (a) a criterion for the employment of Champagne and Aishihik People; and
 - (b) a criterion for special knowledge or experience of Champagne and Aishihik People which is related to the Designated Heritage Site.
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Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W - LAND CLAIMS SET-ASIDE

W0074T (15/06/98) CAFA - Survey

The benefits that apply to this procurement are contained in: Section 5.2, Champagne and Aishihik First Nation Final Agreement, clauses:

- 15.7.1.1 In evaluating any competitive proposal, bid or tender for the survey of Champagne and Aishihik First Nations Settlement Land, Government shall include among the factors for consideration, Champagne and Aishihik Person employment, Champagne and Aishihik Person ownership or equity investment in the firm submitting the proposal, bid or tender, and in any subcontractor to that firm.
- 15.7.1.2 The determination of the qualifications and experience appropriate for the survey of Champagne and Aishihik First Nations Settlement Land shall be set out in the economic development opportunities plan required by 22.3.1.
-

Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0075T (15/06/98) CAFA - Silviculture

The benefits that apply to this procurement are contained in: Section 5.2, Champagne and Aishihik First Nations Final Agreement (CAFA), clauses:

- 17.14.2.2 Government shall provide written notice to the Champagne and Aishihik First Nations of any invitation for public tenders for contracts associated with silviculture within the Champagne and Aishihik First Nations Traditional Territory.
- 17.14.2.3 The Champagne and Aishihik First Nations shall have the first opportunity to accept any fixed term contract offered by Government associated with silviculture within the Champagne and Aishihik First Nations Traditional Territory.
- 17.14.2.6 Government shall include a criterion for Champagne Aishihik Person employment in any contract opportunities associated with silviculture within the Champagne and Aishihik First Nations Traditional Territory.
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Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0081T (15/06/98) TTFA - Designated Heritage Site

The benefits that apply to this procurement are contained in: Section 5.3, Teslin Tlingit Council Final Agreement (TTFA), clauses:

W - LAND CLAIMS SET-ASIDE

- 13.12.1.1 Government shall provide written notice to the Teslin Tlingit Council of any invitation for public tenders for contracts associated with the management of a Designated Heritage Site directly related to the history or culture of Teslin Tlingit Council Traditional Territory.
- 13.12.1.2 The Teslin Tlingit Council shall have the first opportunity to accept any fixed term contract offered by Government associated with the management of Designated Heritage Site directly related to the history or culture of Teslin Tlingit within the Teslin Tlingit Council Traditional Territory.
- 13.12.1.5 Government shall include in any contract opportunities associated with the management of a Designated Heritage Site directly related to the history or culture of Teslin Tlingit in the Teslin Tlingit Council Traditional Territory:
- (a) a criterion for Teslin Tlingit employment; and
 - (b) a criterion for special Teslin Tlingit knowledge or experience related to the Heritage Site.
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Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0082T (15/06/98) TTFA - Survey

The benefits that apply to this procurement are contained in: Section 5.3, Teslin Tlingit Council Final Agreement (TTFA), clauses:

- 15.7.1.1 In evaluating any competitive proposal, bid or tender for the survey of Teslin Tlingit Council Settlement Land, Government shall include among the factors for consideration Teslin Tlingit employment and Teslin Tlingit ownership or equity investment in the firm submitting the subcontractor to that firm.
- 15.7.1.2 The determination of the qualifications and experience appropriate for the survey of Teslin Tlingit Council Settlement Land shall be set out in the economic development opportunities plan required pursuant to 22.3.1.
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Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0083T (15/06/98) TTFA - Silviculture

The benefits that apply to this procurement are contained in: Section 5.3, Teslin Tlingit Council Final Agreement (TTFA), clauses:

W - LAND CLAIMS SET-ASIDE

- 17.14.2.2 Government shall provide written notice to the Teslin Tlingit Council of any invitation for public tenders for contracts associated with silviculture within the Teslin Tlingit Council Traditional Territory.
- 17.14.2.3 The Teslin Tlingit Council shall have the first opportunity to accept any fixed term contract offered by Government associated with silviculture within the Teslin Tlingit Council Traditional Territory.
- 17.14.2.6 Government shall include a criterion for Teslin Tlingit employment in any contract opportunities associated with silviculture in the Teslin Tlingit Council Traditional Territory.
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Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0091T (15/06/98) VGFA - Trails

The benefits that apply to this procurement are contained in: Section 5.4, Vuntut Gwitchin First Nation Final Agreement (VGFA), Chapter 10, Schedule A, clauses:

- 9.6 The Canadian Parks Service shall provide timely written notice to the Vuntut Gwitchin First Nation of any invitation by the Canadian Parks Service respecting contracts for the provision of goods and services in the Vuntut Gwitchin First Nation Traditional Territory for the development, operation and management of the Park.
- 9.7 The Canadian Parks Service shall provide the Vuntut Gwitchin with a right of first refusal to accept any contract offered by the Canadian Parks Service for the construction or maintenance of trails within the Vuntut Gwitchin First Nation Traditional Territory in the following manner:
- 9.7.1 the Canadian Parks Service shall provide notice to the Vuntut Gwitchin First Nation specifying the terms and conditions of the contract;
- 9.7.2 the Vuntut Gwitchin First Nation shall have 30 days from the date the notice in 9.7.1 is received to advise the Park superintendent in writing whether it is exercising its right of first refusal under 9.7;
- 9.7.3 if the Vuntut Gwitchin First Nation does not exercise its right of first refusal under 9.7, the Canadian Parks Service may offer the contract publicly on the same terms and conditions specified in the notice pursuant to 9.7.1; and
- 9.7.4 if the contract offered publicly is not accepted, the Canadian Parks Service may re-offer the contract on new terms and conditions in accordance with the procedure set out in 9.7.
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W - LAND CLAIMS SET-ASIDE

Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0092T (15/06/98) VGFA - Designated Heritage Site

The benefits that apply to this procurement are contained in: Section 5.4, Vuntut Gwitchin First Nation Final Agreement (VGFA), clauses:

- 13.12.1.1 Government shall provide written notice to the Vuntut Gwitchin First Nation of any invitation for public tenders for contracts associated with the management of a Designated Heritage Site directly related to the history or culture of Yukon Indian People within the Vuntut Gwitchin First Nation Traditional Territory.
- 13.12.1.3 The Vuntut Gwitchin First Nation shall have the first opportunity to accept any fixed term contract offered by Government associated with the management of a Designated Heritage Site directly related to the history and culture of Yukon Indian People within the Vuntut Gwitchin First Nation Traditional Territory.
- 13.12.1.6 Government shall include in any contract opportunities associated with the management of a Designated Heritage Site directly related to the history and culture of Yukon Indian People in the Vuntut Gwitchin First Nation Traditional Territory:
 - (a) a criterion for Vuntut Gwitchin employment; and
 - (b) a criterion for special Vuntut Gwitchin knowledge or experience related to the Heritage Site.

Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0093T (15/06/98) VGFA - Survey

The benefits that apply to this procurement are contained in: Section 5.4, Vuntut Gwitchin First Nation Final Agreement (VGFA), clauses:

- 15.7.1.1 In evaluating any competitive proposal, bid or tender for the survey of Vuntut Gwitchin First Nation Settlement Land, the Government shall include among the factors for consideration Vuntut Gwitchin employment and Vuntut Gwitchin investment in the firm submitting the proposal bid or tender, and in any subcontractor to that firm.
- 15.7.1.2 The determination of the qualifications and experience appropriate for the survey of Vuntut Gwitchin First Nation Settlement Land shall be set out in the economic development opportunities plan required by 22.3.1.

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Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0094T (15/06/98) VGFA - Silviculture

The benefits that apply to this procurement are contained in: Section 5.4, Vuntut Gwitchin First Nation Final Agreement (VGFA), clauses:

- 17.14.2.2 Government shall provide written notice to the Vuntut Gwitchin First Nation of any invitation for public tenders for contracts associated with silviculture within the Vuntut Gwitchin First Nation Traditional Territory.
- 17.14.2.3 The Vuntut Gwitchin First Nation shall have the first opportunity to accept any fixed term contract offered by Government associated with silviculture within the Vuntut Gwitchin First Nation Traditional Territory.
- 17.14.2.6 Government shall include a criterion for Vuntut Gwitchin employment in any contract opportunities associated with silviculture in the Vuntut Gwitchin First Nation Traditional Territory.
- 17.14.2.7 In evaluating any competitive proposal, bid or tender for the management of forest resources in the Vuntut Gwitchin First Nation Traditional Territory, the Government shall include among the factors for consideration, Vuntut Gwitchin employment and Vuntut Gwitchin ownership or equity investment in the firm or its subcontractors submitting the proposal, bid or tender.

Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0095T (15/06/98) VGFA - Canadian Parks Service

The benefits that apply to this procurement are contained in: Section 5.4, Vuntut Gwitchin First Nation Final Agreement (VGFA), Chapter 10, Schedule A, clauses:

- 9.8 For any contracts tendered publicly by the Canadian Parks Service, other than the contracts referred to in 9.7, the Canadian Parks Service shall include, where appropriate, criteria for:
 - 9.8.1 knowledge of Vuntut Gwitchin language, culture, society or traditional knowledge of the Vuntut Gwitchin First Nation Traditional Territory; and
 - 9.8.2 the employment of Vuntut Gwitchin professional services, the use of Vuntut Gwitchin professional services, the use of Vuntut Gwitchin suppliers, on-the-job training or skills

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development for Vuntut Gwitchin, in the specifications for the tendering of contracts related to the procurement of goods and services for the Park.

Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0101T (15/06/98) SFA - Designated Heritage Site

The benefits that apply to this procurement are contained in: Section 5.5, Selkirk First Nation Final Agreement (SFA), clauses:

- 13.12.1.1 Government shall provide written notice to the Selkirk First Nation of any public tender for contracts associated with a Designated Heritage Site directly related to the history or culture of Selkirk People within the Traditional Territory of the Selkirk First Nation.
 - 13.12.1.2 Government shall include the Selkirk First Nation in any invitational tender for contracts associated with a Designated Heritage Site directly related to the history or culture of Selkirk People within the Traditional Territory of the Selkirk First Nation.
 - 13.12.1.3 The Selkirk First Nation shall have the first opportunity to accept any contract offered by Government other than by public or invitational tenders, associated with a Designated Heritage Site directly related to the history or culture of Selkirk People within the Traditional Territory of the Selkirk First Nation upon the same terms and conditions as would be offered to others.
 - 13.12.1.7 Government shall include in any contract opportunities associated with a Designated Heritage Site directly related to the history or culture of Selkirk People within the Traditional Territory of the Selkirk First Nation:
 - (a) a criterion for the employment of Selkirk People or engagement of Selkirk Firms; and
 - (b) a criterion for special knowledge or experience of Selkirk People related to the Designated Heritage Site.
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Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0102T (15/06/98) SFA - Fort Selkirk

The benefits that apply to this procurement are contained in: Section 5.5, Selkirk First Nation Final Agreement (SFA), Chapter 13, Schedule A, clause:

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- 5.1 The Selkirk First Nation and Selkirk Firms shall have the first opportunity to accept any contracting opportunity associated with Fort Selkirk offered by Government, the Selkirk First Nation, or Government and the Selkirk First Nation on the same terms and conditions as would be offered to others.
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Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0103T (15/06/98) SFA - Survey

The benefits that apply to this procurement are contained in: Section 5.5, Selkirk First Nation Final Agreement (SFA), clauses:

- 15.7.1.1 In evaluating any competitive proposal, bid or tender for the survey of Selkirk First Nation Settlement Land, Government shall include among the factors for consideration, employment of Selkirk People, and Selkirk First Nation and Selkirk People ownership or equity investment in the firm submitting the proposal, bid or tender, and in any subcontractor to that firm
- 15.7.1.2 Selkirk First Nation and Government shall ensure that qualifications and experience requirements for employment of Selkirk People in the surveying of Selkirk First Nation Settlement Land, shall be established at levels appropriate to the nature of the tasks being performed in that employment, and shall take into account the local knowledge of Selkirk People.
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Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0104T (15/06/98) SFA - Silviculture

The benefits that apply to this procurement are contained in: Section 5.5, Selkirk First Nation Final Agreement (SFA), clauses:

- 17.14.2.2 Government shall provide written notice to the Selkirk First Nation of any public tender for contracts associated with Forest Resources Management within the Traditional Territory of the Selkirk First Nation.
- 17.14.2.3 Government shall include the Selkirk First Nation in any invitational tender for contracts associated with Forest Resources Management within the Traditional Territory of the Selkirk First Nation.

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- 17.14.2.4 The Selkirk First Nation shall have the first opportunity to accept any contract offered by Government other than by public or invitational tender associated with silviculture within the Traditional Territory of the Selkirk First Nation upon the same terms and conditions as would be offered to others.
- 17.14.2.8 Government shall include a criterion for employment of Selkirk People or engagement of Selkirk Firms in any contract opportunities associated with silviculture in the Traditional Territory of the Selkirk First Nation.
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Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0111T (15/06/98) LSCFA - Designated Heritage Site

The benefits that apply to this procurement are contained in: Section 5.6, Little Salmon/Carmacks First Nation Final Agreement (LSCFA), clauses:

- 13.12.1.1 Government shall provide written notice to the Little Salmon/Carmacks First Nation of any invitation for public tenders for contracts associated with the management of a Designated Heritage Site directly related to the history or culture of Little Salmon/Carmacks People within the Traditional Territory of the Little Salmon/Carmacks First Nations.
- 13.12.1.2 Government shall include the Little Salmon/Carmacks First Nation in any invitational tender for contracts associated with the management of a Designated Heritage Site directly related to the history or culture of Little Salmon/Carmacks First Nation.
- 13.12.1.3 The Little Salmon/Carmacks First Nation shall have the first opportunity to accept any contract offered by Government other than by public or invitational tender associated with the management of a Designated Heritage Site directly related to the history or culture of Little Salmon/Carmacks People within the Traditional Territory of the Little Salmon/Carmacks First Nation upon the same terms and conditions as would be offered to others.
- 13.12.1.7 Government shall include in any contract opportunity associated with the management of a Designated Heritage Site directly related to the history or culture of Little Salmon/Carmacks People in the Traditional Territory of the Little Salmon/Carmacks First Nations:
- (a) a criterion for Little Salmon/Carmacks People employment; and
 - (b) a criterion for special knowledge or experience of Little Salmon/Carmacks People related to the Designated Heritage Site.
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Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0112T (15/06/98) LSCFA - Survey

The benefits that apply to this procurement are contained in: Section 5.6, Little Salmon/Carmacks First Nation Final Agreement (LSCFA), clauses:

- 15.7.1.1 In evaluating any competitive proposal, bid or tender for the survey of Little Salmon/Carmacks First Nation Settlement Land, Government shall include among the factors for consideration, employment of Little Salmon/Carmacks People, and Little Salmon/Carmacks First Nation and equity investment in the firm submitting the proposal, bid or tender, and in any subcontractor to that firm.
 - 15.7.1.2 Little Salmon/Carmacks First Nation and Government shall ensure that qualifications and experience requirements for employment of Little Salmon/Carmacks People in the surveying of Little Salmon/Carmacks People Settlement Land shall be established at levels appropriate to the nature of the tasks being performed in that employment, and shall take into account the local knowledge of Little Salmon/Carmacks People.
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Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0113T (12/05/00) LSCFA - Silviculture

The benefits that apply to this procurement are contained in: Section 5.6, Little Salmon / Carmacks First Nation Final Agreement (LSCFA), clauses:

- 17.14.2.2 Government shall provide written notice to the Little Salmon/Carmacks First Nation of any public tender for contracts associated with Forest Resources Management within the Traditional Territory of the Little Salmon/Carmacks First Nation.
- 17.14.2.3 Government shall include the Little Salmon/Carmacks First Nation in any invitational tender for contracts associated with Forest Resources Management within the Traditional Territory of the Little Salmon/Carmacks First Nation.
- 17.14.2.4 The Little Salmon/Carmacks First Nation shall have the first opportunity to accept any contract offered by Government other than by public or invitational tender associated with silviculture within the Traditional Territory of the Little Salmon Carmacks First Nation upon the same terms and conditions as would be offered to others.
- 17.14.2.8 Government shall include a criterion for employment of Little Salmon/ Carmacks People in any contract opportunities associated with silviculture in the Traditional Territory of the Little Salmon/Carmacks First Nation.

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W0113T (15/06/98) **LSCFA - Silviculture**

Effective 12/05/00, this clause is superseded by W0113T.

Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0121T (15/06/98) **SDMCLCA - Notification**

The benefits that apply to this procurement are contained in: Section 6, Sahtu Dene and Metis Comprehensive Land Claim Agreement (SDMCLCA), clauses:

- 12.2.1 Where government carries out public activities in the settlement area which give rise to employment or other economic opportunities and government elects to enter into contracts with respect to those activities:
- (a) the Government of Canada contracting procedures and approaches intended to maximize local and regional employment and business opportunities, including the provision of opportunities for potential contractors to become familiar with bidding systems, or
 - (b) the Government of the Northwest Territories preferential contracting policies, procedures and approaches intended to maximize local, regional and northern employment and business opportunities shall be followed respectively by Canada or the Government of the Northwest Territories.
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Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation document, before any annexes or appendices.

W0122T (15/06/98) **SDMCLCA - Heritage Resources**

The benefits that apply to this procurement are contained in: Section 6, Sahtu Dene and Metis Comprehensive Land Claim Agreement (SDMCLCA), clause:

- 26.2.8 The participants shall have preference in being hired at public sites, museums, heritage resource projects, archaeological works and similar public facilities and projects in the settlement area related to Sahtu heritage resources, in a manner to be set out in the protected area agreement or, where there is no protected area agreement, in the management or work plans for the public sites,

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museums, projects, facilities and works referred to in this chapter. The Sahtu Tribal Council shall be consulted in the development of such plans.

Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0131T (15/06/98) Banks Island- Notification

The benefits that apply to this procurement are contained in: Section 7, An Agreement for the Establishment of a National Park on Banks Island, clause:

- 8.02 The Inuvialuit Regional Corporation (IRC), with respect to Western Arctic Region, and the Sachs Harbour Community Corporation (SHCC), with respect to the community of Sachs Harbour, shall prepare and maintain a comprehensive list of Inuvialuit businesses which shall include information on the goods and services those businesses are in a position to furnish in relation to actual or potential Government Contracts related to the establishment, development, management or operation of the park. The IRC and the SHCC shall ensure that the list of Inuvialuit businesses is provided to the Superintendent, Western Arctic District, Canadian Parks Service, Inuvik. Canada shall use the list of Inuvialuit businesses for purposes of soliciting bids from Inuvialuit businesses, but this shall not restrict the ability of any Inuvialuit business to submit bids for Government Contracts in accordance with the bid invitation process where bids are invited by public notice.
- 8.03 In the planning of Government Contracts related to the Park, Canada shall take all reasonable measures to provide opportunities to qualified Inuvialuit businesses to compete for and obtain such contracts. Canada shall consider, but not necessarily be limited to, the following measures with particular regard to Inuvialuit businesses located in Sachs Harbour:
- (a) providing on the request of IRC or SHCC reasonable assistance in familiarizing Inuvialuit businesses with the contracting procedures of Canada;
 - (b) setting the date, location and terms and conditions for bidding so that Inuvialuit businesses may readily bid;
 - (c) inviting bids for commodity groupings to permit smaller and more specialized Inuvialuit businesses to bid;
 - (d) permitting bids for goods and services for a specified portion on a larger contract package to permit smaller and more specialized businesses to bid; and
-

Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W - LAND CLAIMS SET-ASIDE

W0132T (15/06/98) Banks Island - Evaluation Criteria

The benefits that apply to this procurement are contained in: Section 7, An Agreement for the Establishment of a National Park on Banks Island, clause:

- 8.05 As many of the following factors as may be appropriate to any particular contract shall be reflected in the bid evaluation criteria established by Canada for the awarding of Government Contracts related to the Park:
- (a) the employment of Inuvialuit labour and services, and the engagement of Inuvialuit suppliers, particularly the Inuvialuit of Sachs Harbour;
 - (b) the undertaking of commitments with respect to on-the-job training and skills development for Inuvialuit, particularly Inuvialuit of Sachs Harbour; and
 - (c) the location of head offices, administrative offices, and other facilities in the Western Arctic Region, and particularly in the community of Sachs Harbour.
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Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation document, before any annexes or appendices.

W0133T (15/06/98) Banks Island - Sachs Harbour

The benefits that apply to this procurement are contained in: Section 7, An Agreement for the Establishment of a National Park on Banks Island, clauses:

- 8.04 Qualified Inuvialuit businesses, particularly those in Sachs Harbour, shall be given first consideration where a Government Contract related to the park may, in accordance with the Government Contracts Regulations, be awarded without competition.
- 8.06 Prior to inviting bids by public notice for Government Contracts related to the park, Canada shall solicit bids from suppliers of goods and services, firstly from within the community of Sachs Harbour and secondly from within the Western Arctic Region. When soliciting bids:
- (a) Canada shall make all possible attempts to award contracts to qualified Inuvialuit businesses according to the measures outlined in this Article;
 - (b) Canada shall take all reasonable measures to determine if there are Inuvialuit businesses, particularly Inuvialuit businesses located in Sachs Harbour, qualified to perform the contracts. This determination will usually be made by reference to the list of Inuvialuit businesses provided by the Inuvialuit Regional Corporation (IRC) and the Sachs Harbour Community Corporation (SHCC);
 - (c) Where it is determined that a single business within the Western Arctic Region is qualified to perform a particular contract, Canada shall solicit that business to submit a bid for that contract. The contract may be awarded upon the negotiation of acceptable terms and conditions;

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- (d) Where Canada intends to solicit bids from more than one qualified business within the Western Arctic Region, Canada shall take all reasonable measures to determine if there are Inuvialuit businesses qualified to perform the contract, and shall solicit bids from those Inuvialuit businesses. This determination will usually be made by reference to the list of Inuvialuit businesses provided by the IRC and the SHCC. The contract, if awarded, shall take into account the bid evaluation criteria contained in this Article; and
- (e) Where a contract is awarded in accordance with the provisions of (c) or (d) above, Canada shall ensure that the contract document contains appropriate terms and conditions to ensure that sub-contractors are also subject to the intent and specific provisions of the contract.

Where, after considering known available suppliers including those on the list of Inuvialuit businesses, it is determined that there are no qualified suppliers or where bid solicitation is inconsistent with laws of general application, Canada may proceed directly to bid invitation as set out in 8.07.

8.07 Canada may invite bids, firstly from within the community of Sachs Harbour and secondly from within the Western Arctic Region. When inviting bids for Government Contracts related to the Park:

- (a) Canada shall take all reasonable measures to inform Inuvialuit businesses of such bid invitations and to provide Inuvialuit businesses with a fair and reasonable opportunity to submit bids, notwithstanding that one or more such businesses may have submitted bids as part of the solicitation process. These measures will include the measures referred to in 8.03 above;
- (b) Where Canada intends to invite bids for Government Contracts related to the Park, the bid invitation process shall take into account the bid evaluation criteria contained in 8.05; and
- (c) Where a contract has been awarded in accordance with the provisions of (b) above, Canada shall ensure that the contract document contains appropriate terms and conditions to ensure that sub-contractors are also subject to the intent and specific provisions of the contract.

Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0141T (15/06/98) Tuktut Nogait - Notification

The benefits that apply to this procurement are contained in: Section 8, Tuktut Nogait National Park Agreement clause:

- 14.2 The Inuvialuit Regional Corporation (IRC), with respect to the Inuvialuit Settlement Region (ISR), and the Paulatuk Community Corporation (PCC), with respect to the community of Paulatuk, shall prepare and maintain a comprehensive list of Inuvialuit Businesses. This list shall include information on the goods and services those businesses are in a position to furnish in relation to actual or potential Government Contracts related to the establishment, management or operation of the Park. The IRC and the PCC shall ensure that the list of Inuvialuit Businesses is provided to the Department of Canadian Heritage (DCH) Director. Canada shall use the list of Inuvialuit Businesses for purposes of soliciting bids from Inuvialuit Businesses, but this shall not restrict the ability of any

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Inuvialuit Business to submit bids for Government Contracts in accordance with the Bid Invitation process where bids are invited by public notice.

- 14.3 In the planning of Government Contracts related to the Park, Canada shall take all reasonable measures to provide opportunities to qualified Inuvialuit Businesses to compete for obtain such contracts. Canada shall consider, but not necessarily be limited to the following measures with particular regard to Inuvialuit Businesses located in Paulatuk:
- i) providing on the request of the IRC or the PCC reasonable assistance in familiarising Inuvialuit Businesses with the contracting procedures of Canada;
 - ii) setting the date, location and terms and conditions for bidding so that Inuvialuit Businesses may reasonably bid;
 - iii) inviting bids by commodity groupings to permit smaller and more specialised Inuvialuit Businesses to bid;
 - iv) permitting bids for goods and services for a specified portion of a larger contract package to permit smaller and more specialised Inuvialuit Businesses to bid;
 - v) designing construction contracts in a way so as to increase the opportunity for smaller and more specialised Inuvialuit Businesses to bid; and
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Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0142T (15/06/98) Tuktut Nogait - Evaluation Criteria

The benefits that apply to this procurement are contained in: Section 8, Tuktut Nogait National Park Agreement clause:

- 14.5 The following factors shall be reflected in the bid evaluation criteria established by Canada for the awarding of Government Contracts related to the Park:
- i) the employment of Inuvialuit labour and services, and the engagement of Inuvialuit suppliers, particularly from Paulatuk;
 - ii) the undertaking of commitments with respect to on-the-job training and skills development for Inuvialuit, particularly Inuvialuit from Paulatuk; and
 - iii) the location of head offices, administrative office, and other facilities in the Inuvialuit Settlement Region, and particularly in Paulatuk.
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Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0143T (15/06/98) Tuktut Nogait - Paulatuk

The benefits that apply to this procurement are contained in: Section 8, Tuktut Nogait National Park Agreement clauses:

14.4. Qualified Inuvialuit Businesses, particularly those in Paulatuk, shall be given first consideration where a Government Contract related to the Park may, in accordance with the Government Contracts Regulations, be awarded without competition.

14.6 Prior to inviting bids by public notice for Government Contracts related to the Park Canada shall solicit bids from suppliers of goods and services, firstly from with Paulatuk and secondly from within the Inuvialuit Settlement Region (ISR). When soliciting bids:

- i) Canada shall make all reasonable attempts to award contracts to qualified Inuvialuit Businesses according to the measures outlined in this Section.
- ii) Canada shall take all reasonable measures to determine if there are Inuvialuit Businesses, particularly Inuvialuit businesses located in Paulatuk, qualified to perform the contracts. This determination will usually be made by reference to the list of Inuvialuit Businesses provided by the Inuvialuit Regional Corporation (IRC) and the Paulatuk Community Corporation (PCC).
- iii) Where it is determined that a single Inuvialuit Business within the ISR is qualified to perform a particular contract, Canada shall first solicit that business to submit a bid for that contract. In accordance with the conditions set out in s. 14.1, Canada shall make best efforts to award that contract to that Inuvialuit Business upon the negotiation of acceptable terms and conditions.
- iv) Where Canada intends to solicit bids from more than one qualified business within the ISR, Canada shall take all reasonable measures to determine if there are Inuvialuit Businesses qualified to perform the contract, and shall solicit bids from those Inuvialuit Businesses. This determination will usually be made by reference to the list of Inuvialuit Businesses provided by the IRC and the PCC. The contract, if awards, shall take in account the bid evaluation criteria contained in this Section, and
- v) Where a contract is awarded in accordance with the provisions of ss. (iii) and (v) above, Canada shall ensure that the contract document contains appropriate terms and conditions to ensure that sub-contractors are also subject to the intent and the specific provisions of the contract.

Where, after considering known available suppliers including those on the list of Inuvialuit Businesses, it is determined that there are no qualified suppliers or where Bid Solicitation is inconsistent with the IFA and laws of general application, Canada may proceed directly to Bid Invitation as set out in s. 14.7.

14.7 Canada may invite bids, firstly from within the community of Paulatuk and secondly from within the ISR. When inviting bids for Government Contracts related to the Park:

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- i) Canada shall take all reasonable measures to inform Inuvialuit Businesses of such Bid Invitations and to provide Inuvialuit Businesses with a fair and reasonable opportunity to submit bids, notwithstanding that one or more such businesses may have submitted bids as part of the solicitation process. These measures shall include the measures referred to in s. 14.3 above.
 - ii) Where Canada intends to invite bids for Government Contracts related to the Park, the Bid Invitation process shall take into account the bid evaluation criteria contained in s. 14.5 and
 - iii) Where a contract has been awarded in accordance with the provision of (ii) above, Canada shall ensure that the contract document contains appropriate terms and conditions to ensure that sub-contractors are also subject to the intent and specific provisions of the contract.
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Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0151T (15/06/98) NWS - Notification

The benefits that apply to this procurement are contained in: Section 9, Co-operation Agreement between the Inuvialuit Regional Corporation and the Department of National Defence Concerning the Operation and Maintenance of the North Warning System (NWS), clauses:

4.2 For the purposes of this subsection, Inuvialuit are defined as per subsection 16.1 of the IFA.

- (a) It is agreed that DND and the Inuvialuit Regional Corporation (IRC) shall use their best efforts to identify, and advise the Inuvialuit of, actual and potential business opportunities arising out of O&M activities in the Inuvialuit Settlement Region (ISR), and to facilitate Inuvialuit involvement in such activities in the ISR, and to facilitate Inuvialuit involvement in such activities by following the procedures set out in this subsection.
 - (c) Where a substantial portion (i.e. more than 50 percent) of the work in a Contract is within the ISR NWS O&M Contractors and Subcontractors will first solicit bids from qualified businesses on the list of Inuvialuit firms provided by the IRC pursuant to paragraph 4.2b. This process shall not limit other qualified Inuvialuit firms from bidding as well. At the same time, solicitation documents shall also be provided to the IRC. DND, DSS, and its O&M Contractors shall be held blameless if qualified Inuvialuit businesses were not solicited because their name did not appear on the list provided by the IRC. Based on demonstrated performance, Inuvialuit businesses may be added or deleted from the list.
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Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

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W0152T (15/06/98) NWS - Evaluation Criteria

The benefits that apply to this procurement are contained in: Section 9, Co-operation Agreement between the Inuvialuit Regional Corporation and the Department of National Defence Concerning the Operation and Maintenance of the North Warning System (NWS), clauses:

- 4.0 In accordance with existing laws, regulations, and federal government procurement policies, the following reasonable measures to encourage Inuvialuit participation, with respect to contracts awarded for Work within the Inuvialuit Settlement Region (ISR), will be taken.
 - 4.1 The reasonable measures set out in this clause shall include the inclusion of appropriate contract clauses in future O&M contracts for work in the ISR binding Contractors to also take reasonable measures to encourage Inuvialuit participation.
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Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0153T (15/06/98) NWS - Air Transport (Fixed Wing)

The benefits that apply to this procurement are contained in: Section 9, Co-operation Agreement between the Inuvialuit Regional Corporation and the Department of National Defence Concerning the Operation and Maintenance of the North Warning System (NWS), clauses:

- 4.3 The following specific business opportunities for the provision of services associated with Work within the Inuvialuit Settlement Region (ISR) shall be provided through the NWS O&M Contractor or Subcontractors:
 - 4.3.1 Aklak Air will have the first opportunity to bid on all contracts for personnel and freight transportation services by fixed wing aircraft for flights originating and terminating in the ISR;

Except in cases of emergency or when the operation of NWS site(s) could be interrupted, these companies shall be provided with not less than ten days for a bid response from the date of issue of the solicitation documents. Contracts shall be issued if the bids are technically compliant and based on the lower of published tariffs or most favoured customer rates. As existing contracts expire, renewals or new contracts shall be concluded in accordance with this subsection.

Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

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W0154T (15/06/98) NWS - Marine Transport

The benefits that apply to this procurement are contained in: Section 9, Co-operation Agreement between the Inuvialuit Regional Corporation and the Department of National Defence Concerning the Operation and Maintenance of the North Warning System (NWS), clauses:

4.3 The following specific business opportunities for the provision of services associated with Work within the Inuvialuit Settlement Region (ISR) shall be provided through the NWS O&M Contractor or Subcontractors:

4.3.2. NTCL shall have the first opportunity to bid on all contracts for marine transportation and barging services of equipment, materials and supplies.

Except in cases of emergency or when the operation of NWS site(s) could be interrupted, these companies shall be provided with not less than ten days for a bid response from the date of issue of the solicitation documents. Contracts shall be issued if the bids are technically compliant and based on the lower of published tariffs or most favoured customer rates. As existing contracts expire, renewals or new contracts shall be concluded in accordance with this subsection.

Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation document, before any annexes or appendices.

W0155T (15/06/98) NWS - Gravel

The benefits that apply to this procurement are contained in: Section 9, Co-operation Agreement between the Inuvialuit Regional Corporation and the Department of National Defence Concerning the Operation and Maintenance of the North Warning System (NWS), clauses:

4.3 The following specific business opportunities for the provision of services associated with Work within the Inuvialuit Settlement Region (ISR) shall be provided through the NWS O&M Contractor or Subcontractors:

4.3.3. Pursuant to the IFA, the NWS O&M Contractor shall obtain gravel from the Inuvialuit for all sites on Inuvialuit Lands (i.e. Cape Parry, Nicholson Peninsula, Horton River, Liverpool Bay, and Keats Point). The specific gravel requirements shall be determined by the NWS O&M Contractor or Subcontractor. The Inuvialuit shall provide the required granular material from the nearest appropriate location or locations consistent with satisfying environmental and cost minimisation criteria. All other gravel contracts shall be tendered pursuant to section 4.2 of his agreement.

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Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0156T (15/06/98) NWS - Groceries and Catering

The benefits that apply to this procurement are contained in: Section 9, Co-operation Agreement between the Inuvialuit Regional Corporation and the Department of National Defence Concerning the Operation and Maintenance of the North Warning System (NWS), clauses:

4.3 The following specific business opportunities for the provision of services associated with Work within the Inuvialuit Settlement Region (ISR) shall be provided through the NWS O&M Contractor or Subcontractors:

- 4.3.4. Beginning in April 1985, or earlier if the opportunity arises, Stanton Distributing shall have the first opportunity to bid on all contracts for services relating to the supply of groceries, foodstuff, and catering with respect to temporary or permanent camp facilities in the ISR. Contracts will be issued provided that Stanton Distributing meets the requirements identified in the solicitation documents and its bid is competitive. Except in cases of emergency or when the operation of NWS site(s) could be interrupted, Stanton Distributing shall be provided with no less than ten days for a bid response from the date of issue of the solicitation documents.

Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0161T (15/06/98) DEW - Notification

The benefits that apply to this procurement are contained in: Section 10, Co-operation Agreement between the Inuvialuit Regional Corporation (IRC) and the Department of National Defence (DND) concerning the restoration and clean-up of DEW sites within the Inuvialuit Settlement Region, clauses:

- 6.1 DND and the IRC will identify and advise the Inuvialuit of actual and potential business opportunities arising from the Work, and facilitate Inuvialuit involvement in such activities by following the procedures set out in this paragraph.
- (b) DND shall include as a term in all contracts between DND and a Contractor for Work that, where the Contractor intends to subcontract or procure goods for Work, the Contractor will first solicit bids from qualified businesses on the list of Inuvialuit Businesses referred to in paragraph 5.2. This process shall not limit other qualified Inuvialuit businesses from bidding as well. At the same time, solicitation documents shall also be provided to the IRC. DND and its Contractors shall be held blameless if qualified Inuvialuit Businesses were not solicited because their name did not appear on the list provided by the IRC.

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Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0162T (15/06/98) DEW - Evaluation Criteria

The benefits that apply to this procurement are contained in: Section 10, Co-operation Agreement between the Inuvialuit Regional Corporation (IRC) and the Department of National Defence (DND) concerning the restoration and clean-up of DEW sites within the Inuvialuit Settlement Region, clauses:

- 4.1 (a) The Government of Canada Contracting Agency will include a term in all contracts for work, that the Contractor will comply with this Agreement and a term that the Contractor will ensure that any Subcontractors will also be bound by similar provisions, wherever applicable.
- 5.1 DND shall require in all project proposals and tenders an Inuvialuit Participation Plan which will include the type, level and value of Inuvialuit supplied goods and services, training and employment what will be solicited pursuant to the provisions outlined in clauses 6 and 7 of this Agreement and the location of offices and other facilities of the firms inside and outside of the region.
- 5.2 DND and the Inuvialuit will establish minimum levels of Inuvialuit Participation which must be achieved in all Contractor Inuvialuit Participation Plans. In order for a contractor's tender or proposal for Work to be considered compliant, the Contractor's Inuvialuit Participation Plan must meet the agreed upon minimum levels of Inuvialuit participation.
- 6.1 DND and the IRC will identify and advise the Inuvialuit of actual and potential business opportunities arising from the Work, and facilitate Inuvialuit involvement in such activities by following the procedures set out in this paragraph.
 - (c) DND shall include as a term in all contracts between DND and a Contractor for Work that where, following a solicitation for bids, a qualified Inuvialuit Business(es) offer(s) a compliant and competitive bid within the time specified in the solicitation documents, and the Contractor decides to execute a contract for that work, the contract will be offered to an Inuvialuit Business. The length of time provided to Inuvialuit businesses to prepare a bid will take into consideration the size and complexity of the work being solicited. In any event, not less than fifteen (15) business days shall be provided for a bid response from the date the solicitation documents are delivered. The Contractor shall determine whether a bid is compliant and competitive and this decision is not subject to the arbitration procedures specified in this Agreement. If it has been determined that a bid response contains minor variances which cause it to be considered not technically compliant or not competitive, the company which submitted the bid will be provided an opportunities to clarify the scope of work and revise its bid accordingly (if required). However, if a Contractor repeatedly determines that Inuvialuit bids are non-compliant in a conscious effort to subvert the objective of this Agreement, the IRC shall have recourse to the Review Committee and if necessary paragraph 4(7) of this Agreement.

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Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0163T (15/06/98) DEW - Air Transporter (Fixed Wing)

The benefits that apply to this procurement are contained in: Section 10, Co-operation Agreement between the Inuvialuit Regional Corporation (IRC) and the Department of National Defence (DND) concerning the restoration and clean-up of DEW sites within the Inuvialuit Settlement Region, clause:

- 6.2 DND will include as a term in all contracts between DND and a Contractor for Work that the following specific business opportunities for the provision of goods and services associated with the Work shall be provided through the Contractor or Subcontractors as set out in the subclause hereunder. The Contractor will provide the companies, listed below, a length of time to prepare a bid which take into consideration the size and complexity of the work being solicited. In any event, not less than fifteen (15) calendar days shall be provided for a bid response from the date the solicitation documents are delivered. Where, following a solicitation for one of the services set out in this clause, the corresponding Inuvialuit Business has submitted a bid that is technically compliant, competitive and based on the lower of published tariffs (where applicable) or most favoured customer rates (where applicable), and the Contractor decides to execute a contract for that Work, the contract shall be offered to that Inuvialuit Business. If it has been determined that a bid response contains minor variances which cause it to be considered not technically compliant or not competitive, the company which submitted the bid will be provided an opportunity to clarify the scope of work and revise its bid accordingly (if required).
- (a) Aklak Air will have the first opportunity to bid on all contracts for the transportation of personnel and freight by fixed wing aircraft for flights originating and terminating within the IRC or Inuvik;

Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

Text:

The benefits that apply to this procurement are contained in: Section 10, Co-operation Agreement between the Inuvialuit Regional Corporation (IRC) and the Department of National Defence (DND) concerning the restoration and clean-up of DEW sites within the Inuvialuit Settlement Region, clause:

- 6.2 DND will include as a term in all contracts between DND and a Contractor for Work that the following specific business opportunities for the provision of goods and services associated with the Work shall be provided through the Contractor or Subcontractors as set out in the subclause hereunder. The Contractor will provide the companies, listed below, a length of time to prepare a bid which take into consideration the size and complexity of the work being solicited. In any event, not less than fifteen (15) calendar days shall be provided for a bid response from the date the solicitation documents are delivered. Where, following a solicitation for one of the services set out in this clause, the corresponding Inuvialuit Business has submitted a bid that is technically compliant, competitive and based on the lower of published tariffs (where applicable) or most favoured customer rates (where applicable), and the Contractor decides to execute a contract for that Work, the contract shall be

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offered to that Inuvialuit Business. If it has been determined that a bid response contains minor variances which cause it to be considered not technically compliant or not competitive, the company which submitted the bid will be provided an opportunity to clarify the scope of work and revise its bid accordingly (if required).

- (b) The Inuvialuit Projects Inc./Canadian Helicopters Ltd. Joint Venture will have the first opportunity to bid on all contracts for the transportation of personnel and freight by rotary wing aircraft for flights originating and terminating within the IRC or Inuvik.

W0164T (15/06/98) DEW - Air Transport (Rotary Wing)

The benefits that apply to this procurement are contained in: Section 10, Co-operation Agreement between the Inuvialuit Regional Corporation (IRC) and the Department of National Defence (DND) concerning the restoration and clean-up of DEW sites within the Inuvialuit Settlement Region, clause:

6.2 DND will include as a term in all contracts between DND and a Contractor for Work that the following specific business opportunities for the provision of goods and services associated with the Work shall be provided through the Contractor or Subcontractors as set out in the subclause hereunder. The Contractor will provide the companies, listed below, a length of time to prepare a bid which take into consideration the size and complexity of the work being solicited. In any event, not less than fifteen (15) calendar days shall be provided for a bid response from the date the solicitation documents are delivered. Where, following a solicitation for one of the services set out in this clause, the corresponding Inuvialuit Business has submitted a bid that is technically compliant, competitive and based on the lower of published tariffs (where applicable) or most favoured customer rates (where applicable), and the Contractor decides to execute a contract for that Work, the contract shall be offered to that Inuvialuit Business. If it has been determined that a bid response contains minor variances which cause it to be considered not technically compliant or not competitive, the company which submitted the bid will be provided an opportunity to clarify the scope of work and revise its bid accordingly (if required).

- (b) The Inuvialuit Projects Inc./Canadian Helicopters Ltd. Joint Venture will have the first opportunity to bid on all contracts for the transportation of personnel and freight by rotary wing aircraft for flights originating and terminating within the IRC or Inuvik.

Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0165T (15/06/98) DEW - Marine Transport

The benefits that apply to this procurement are contained in: Section 10, Co-operation Agreement between the Inuvialuit Regional Corporation (IRC) and the Department of National Defence (DND) concerning the restoration and clean-up of DEW sites within the Inuvialuit Settlement Region, clause:

6.2 DND will include as a term in all contracts between DND and a Contractor for Work that the following specific business opportunities for the provision of goods and services associated with the Work shall be provided through the Contractor or Subcontractors as set out in the subclause hereunder. The Contractor will provide the companies, listed below, a length of time to prepare a bid which take into consideration the size and complexity of the work being solicited. In any event, not less than fifteen

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(15) calendar days shall be provided for a bid response from the date the solicitation documents are delivered. Where, following a solicitation for one of the services set out in this clause, the corresponding Inuvialuit Business has submitted a bid that is technically compliant, competitive and based on the lower of published tariffs (where applicable) or most favoured customer rates (where applicable), and the Contractor decides to execute a contract for that Work, the contract shall be offered to that Inuvialuit Business. If it has been determined that a bid response contains minor variances which cause it to be considered not technically compliant or not competitive, the company which submitted the bid will be provided an opportunity to clarify the scope of work and revise its bid accordingly (if required).

- (c) NTCL will have the first opportunity to bid on all contracts for marine transportation and barging of equipment and supplies;
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Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0166T (15/06/98) DEW - Camp Facilities

The benefits that apply to this procurement are contained in: Section 10, Co-operation Agreement between the Inuvialuit Regional Corporation (IRC) and the Department of National Defence (DND) concerning the restoration and clean-up of DEW sites within the Inuvialuit Settlement Region, clause:

6.2 DND will include as a term in all contracts between DND and a Contractor for Work that the following specific business opportunities for the provision of goods and services associated with the Work shall be provided through the Contractor or Subcontractors as set out in the subclause hereunder. The Contractor will provide the companies, listed below, a length of time to prepare a bid which take into consideration the size and complexity of the work being solicited. In any event, not less than fifteen (15) calendar days shall be provided for a bid response from the date the solicitation documents are delivered. Where, following a solicitation for one of the services set out in this clause, the corresponding Inuvialuit Business has submitted a bid that is technically compliant, competitive and based on the lower of published tariffs (where applicable) or most favoured customer rates (where applicable), and the Contractor decides to execute a contract for that Work, the contract shall be offered to that Inuvialuit Business. If it has been determined that a bid response contains minor variances which cause it to be considered not technically compliant or not competitive, the company which submitted the bid will be provided an opportunity to clarify the scope of work and revise its bid accordingly (if required).

- (d) Inuvialuit Project Inc. will have the first opportunity to bid on all contracts for camp facilities which are required in addition to any DND owned camp facilities presently located at DEW sites.
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Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0167T (15/06/98) DEW - Groceries and Foodstuff

The benefits that apply to this procurement are contained in: Section 10, Co-operation Agreement between the Inuvialuit Regional Corporation (IRC) and the Department of National Defence (DND) concerning the restoration and clean-up of DEW sites within the Inuvialuit Settlement Region, clause:

- 6.2 DND will include as a term in all contracts between DND and a Contractor for Work that the following specific business opportunities for the provision of goods and services associated with the Work shall be provided through the Contractor or Subcontractors as set out in the subclause hereunder. The Contractor will provide the companies, listed below, a length of time to prepare a bid which take into consideration the size and complexity of the work being solicited. In any event, not less than fifteen (15) calendar days shall be provided for a bid response from the date the solicitation documents are delivered. Where, following a solicitation for one of the services set out in this clause, the corresponding Inuvialuit Business has submitted a bid that is technically compliant, competitive and based on the lower of published tariffs (where applicable) or most favoured customer rates (where applicable), and the Contractor decides to execute a contract for that Work, the contract shall be offered to that Inuvialuit Business. If it has been determined that a bid response contains minor variances which cause it to be considered not technically compliant or not competitive, the company which submitted the bid will be provided an opportunity to clarify the scope of work and revise its bid accordingly (if required).
- (e) Stanton Distributing will have the first opportunity to bid on all contracts for groceries and foodstuffs required in association with any camp facilities provided for the Work; and

Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0168T (15/06/98) DEW - Gravel

The benefits that apply to this procurement are contained in: Section 10, Co-operation Agreement between the Inuvialuit Regional Corporation (IRC) and the Department of National Defence (DND) concerning the restoration and clean-up of DEW sites within the Inuvialuit Settlement Region, clause:

- 6.3 (a) Contractors and Subcontractors shall obtain gravel from the Inuvialuit for all sites on Inuvialuit lands. The specific gravel requirements will be determined by the Contractors and Subcontractors. The gravel required in excess of gravel which has been already quarried and used for other purposes (eg. Runways) at the time of the signing of this Agreement shall be provided by the Inuvialuit Development Corporation (IDC) in accordance with Schedule 3. All other granular material will be procured in accordance with the procedures outlined in Clause 6.1.

W - LAND CLAIMS SET-ASIDE

Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0169T (15/06/98) DEW - Soils

The benefits that apply to this procurement are contained in: Section 10, Co-operation Agreement between the Inuvialuit Regional Corporation (IRC) and the Department of National Defence (DND) concerning the restoration and clean-up of DEW sites within the Inuvialuit Settlement Region, clause:

- 6.4 (a) Subject to 6.4b, DND will dispose of Tier II soils from DEW Line sites at a disposal site outside the Inuvialuit Settlement Region (ISR). NTCL will provide the marine transportation and barging of the soils from Nicholson Peninsula, Cape Parry and Shingle Point to Hay River in accordance with the prices set out in Schedule 4. Transportation rates for soils from the remaining DEW Line sites in the ISR will be established six months prior to soil transportation from these sites and will reflect a similar discount over published tariffs as is the case for Nicholson Peninsula and Cape Parry.

Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0171T (12/05/00) THFA - Designated Heritage Site

The benefits that apply to this procurement are contained in: Section 5.7, Tr'ondëk Hwëch'in Final Agreement (THFA), clauses:

- 13.12.1.1 Government shall provide written notice to the Tr'ondëk Hwëch'in of any public tender for contracts associated with the management of a Designated Heritage Site directly related to the history or culture of Tr'ondëk Hwëch'in within the Traditional Territory of the Tr'ondëk Hwëch'in.
- 13.12.1.2 Government shall include the Tr'ondëk Hwëch'in in any invitational tender for contracts associated with the management of a Designated Heritage Site directly related to the history or culture of the Tr'ondëk Hwëch'in within the Traditional Territory of the Tr'ondëk Hwëch'in.
- 13.12.1.3 The Tr'ondëk Hwëch'in shall have the first opportunity to accept any contract offered by Government other than by public or invitational tender associated with the management of a Designated Heritage Site directly related to the history or culture of Tr'ondëk Hwëch'in within the Traditional Territory of the Tr'ondëk Hwëch'in upon the same terms and conditions as would be offered to others.
- 13.12.1.7 Government shall include in any contract opportunities associated with a Designated Heritage Site directly related to the history or culture of Tr'ondëk Hwëch'in within the Traditional Territory of the Tr'ondëk Hwëch'in:

W - LAND CLAIMS SET-ASIDE

- (a) a criterion for the employment of Tr'ondëk Hwëch'in or engagement of Tr'ondëk Hwëch'in Firms; and
 - (b) a criterion for special knowledge or experience of Tr'ondëk Hwëch'in related to the Designated Heritage Site.
-

Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0172T (12/05/00) THFA - Survey

The benefits that apply to this procurement are contained in: Section 5.7, Tr'ondëk Hwëch'in Final Agreement (THFA), clauses:

- 15.7.1.1 In evaluating any competitive proposal, bid or tender for the survey of Tr'ondëk Hwëch'in Settlement Land, Government shall include among the factors for consideration, employment of Tr'ondëk Hwëch'in, or for Tr'ondëk Hwëch'in and Tr'ondëk Hwëch'in ownership or equity investment in the firm submitting the proposal, bid or tender, and in any subcontractor to that firm.
 - 15.7.1.2 The Tr'ondëk Hwëch'in and Government shall ensure that qualifications and experience requirements for employment of Tr'ondëk Hwëch'in in the surveying of Tr'ondëk Hwëch'in Settlement Land shall be established at levels appropriate to the nature of the tasks being performed in that employment, and shall take into account the local knowledge of Tr'ondëk Hwëch'in.
-

Remarks: Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

W0173T (12/05/00) THFA - Silviculture

The benefits that apply to this procurement are contained in: Section 5.7, Tr'ondëk Hwëch'in Final Agreement (THFA), clauses:

- 17.14.2.2 Government shall provide written notice to the Tr'ondëk Hwëch'in of any public tender for contracts associated with Forest Resources Management within the Traditional Territory of the Tr'ondëk Hwëch'in .

W - LAND CLAIMS SET-ASIDE

- 17.14.2.3 Government shall include the Tr'ondëk Hwëch'in in any invitational tender for contracts associated with Forest Resources Management within the Traditional Territory of the Tr'ondëk Hwëch'in.
- 17.14.2.4 The Tr'ondëk Hwëch'in shall have the first opportunity to accept any contract offered by Government, other than by public or invitational tender, associated with silviculture within the Traditional Territory of the Tr'ondëk Hwëch'in upon the same terms and conditions as would be offered to others.
- 17.14.2.8 Government shall include a criterion for employment of Tr'ondëk Hwëch'in or engagement of Tr'ondëk Hwëch'in Firms in any contract opportunities associated with silviculture in the Traditional Territory of the Tr'ondëk Hwëch'in.
-

Section 5

Y - CIDA GRANT AID PROGRAM

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Remarks: Include in all bid solicitations and contracts placed on behalf of CIDA with commercial suppliers when DSS is solely responsible for transportation arrangements. Consumer Products and Traffic Management Branch will obtain export permit (not applicable to foodstuff purchases).

Y0001D (12/05/00) Export Permit - PWGSC

The Department of Public Works and Government Services shall obtain any required export permits. Enquiries must be referred to the:

Traffic Management Directorate
Department of Public Works and Government Services
Place du Portage, Phase III
Hull, Quebec K1A 0S5

Y0001D (15/09/97) Export Permit - DSS

Effective 12/05/00, this clause is superseded by Y0001D.

Remarks: Include in all bid solicitations and contracts placed on behalf of CIDA with commercial suppliers, when the supplier is responsible for transportation arrangements.

Y0002D (01/06/91) Export Permit - Supplier

The commercial supplier shall obtain any required export permits.

Remarks: Use this clause in all bid solicitations and contracts placed on behalf of CIDA when delivery is made direct to ultimate consignee.

Y1000D (01/12/00) Duty Drawback

All drawback submissions stemming from this Contract shall be subject to the criteria and procedures described in the document CR96-2, *"Goods Imported and Exported Refund and Drawback Regulations"* or D7-3-4, *"Canadian Manufactured Goods Exported Drawback Regulations"*, from Canada Customs and Revenue Agency.

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Y1000D (01/06/91) **Duty Drawback**

Effective 01/12/00, this clause is superseded by Y1000D.

Remarks: Use this clause in all bid solicitations and contracts placed on behalf of CIDA when delivery is made through a marshalling contractor.

Y1001D (12/05/00) **Duty Drawback - Marshalling Contractor**

All drawback submissions stemming from this Contract shall be subject to the criteria and procedures described in the document CR96-2 entitled "*Goods Imported and Exported Refund and Drawback Regulations*" or D7-3-4 entitled "*Canadian Manufactured Goods Exported Drawback Regulations* from Canada Customs and Revenue Agency." Canadian International Development Agency (CIDA) will issue a "Certificate" as proof of export. To obtain such a certificate, the supplier must submit a copy of the invoice(s) for which a certificate is required with a covering letter to:

Canadian International Development Agency
Contract and Contribution Audit Unit
Accounts Verification
200 Promenade du Portage
Hull, Quebec
K1A 0G4

CIDA will verify that the invoice copy is consistent with the original invoice covering project goods destined for export, stamp and sign the invoice copy, and return it to the supplier.

Y1001D (01/06/91) **Duty Drawback**

Effective 12/05/00, this clause is superseded by Y1001D.

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Remarks: For use in all bid solicitations and contracts placed on behalf of CIDA.

Y2000D (01/06/91) Freight Charges

Freight charges shall be prepaid and added to the invoice as a separate item, with receipt and documentation.

Remarks: Use in all bid solicitations and contracts placed on behalf of CIDA when shipment is made by supplier directly to an export destination.

Y3000D (01/06/91) Export Packaging and Labelling

Export packaging and labelling are to be to the highest manufacturer's standard for the mode of transportation utilized, to ensure safe arrival at final destination.

Only identical items from one Contract are to be contained in any one interior package, except that sets of tools, parts, etc., are to be packed as individual sets, whenever possible. The contents of each interior package are to be clearly indicated by label or tag showing the item number, quantity and Contract number.

Only items from one Contract shall be packaged in one exterior container.

One copy of the detailed packing list shall be included with each package.

All containers are to be clearly marked with the following information:

1. consignee and address;
2. project number;
3. name of project;
4. consignee identification number, if applicable;
5. Contract number;
6. weight (metric), volume (metric);
7. number of pieces;
8. any special markings such as inclusion of CIDA/Canada decals.

The supplier is to apply to CIDA Procurement Division, Transportation Section, for decals which can be affixed to containers prior to shipment.

These packaging requirements must be strictly adhered to for ease of identification in completing export documentation.

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Remarks: Use in all bid solicitations and contracts placed on behalf of CIDA when shipment is FOB packaging/marshalling facility in Canada. The name of the appropriate packaging facility may be obtained from the Traffic Management Directorate.

Y3001D (12/05/00) Packaging - Domestic

Packaging shall be suitable for domestic shipment to consignment address. Only identical items are to be contained in any one interior package, except that sets of tools, parts, etc., are to be packed as individual sets, whenever possible. The contents of each interior package are to be clearly indicated by label or tag showing the item number, quantity, customer reference number, and contract number.

Only items from one contract shall be packaged in one exterior container.

One copy of the detailed packing list shall be included with the package.

Y3001D (01/06/91) Packaging - Domestic

Effective 12/05/00, this clause is superseded by Y3001D.

Remarks: Use this clause in all bid solicitations and contracts placed on behalf of CIDA when shipment is by sea (FAS Port or FOB Plant) or by air (FOB Airport or FOB Plant).

Y4000D (01/12/00) Shipping Instructions

1. The Traffic Management Directorate is responsible for issuance of shipping instructions and transportation overseas.

Shipments shall not be effected until shipping instructions are received from the Traffic Management Directorate and these will not be issued to the Contractor until after documents 3(a) are received.
2. All documents are to reflect the financial code, Contract Number and Consignee Number. Invoices must reflect the Contract Item Number, Client Reference Number (CRN), description of the commodity and values. The packing list must detail the contents packed in each carton, box, etc., together with the individual dimensions, cubic displacement and gross weight per carton, box, etc.
3. Documents are to be submitted covering each shipment and are to state whether shipment is partial or complete.
4. A customs export entry form B-13, obtainable from the local Customs House or Post Office, is to be prepared for each shipment.

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5. Inland bills of lading:
- (a) For FAS Port or FOB Airport contracts, show the firm as the shipper.
 - (b) For FOB Plant contracts, prepay inland transportation charges and show them as a separate item on the invoice; show the Canadian International Development Agency (CIDA) as the shipper.

DOCUMENTATION:

Dangerous Goods:

1. The nature, quantity and United Nations number of any dangerous good are to be included with each dangerous good, in accordance with the International Maritime Dangerous Goods Code and the latest International Air Transport Association Regulations.
2. Non-compliance with this requirement will render the supplier liable for any punitive action that may be taken by regulating authorities.
3. Documents are to be distributed as follows:
 - (a) Documents hereunder to accompany request for shipping instructions to:

Traffic Management Directorate
Public Works and Government Services Canada
Place du Portage, Phase III
Hull, Quebec K1A 0S5
 - (1) seven (7) copies of the commercial invoice;
 - (2) seven (7) copies of the packing list;
 - (3) three (3) copies of the inspection report, if inspection is required by the Contract.

NOTE: The Contractor must give the location of the commodity(ies) to be shipped.

4.
 - (a) For sea shipments: one (1) copy of the inland bill of lading to the Traffic Management Directorate, AFTER SHIPMENT IS EFFECTED.
 - (b) For air shipments: two (2) invoices and packing lists to accompany shipment(s) to the airport in an envelope addressed to the consignee/clearing agent, and annotated: *"Airlines: Clearing documents for consignee/clearing agent; please attach to the air waybill."*
5. To CIDA, at the address to which invoices are to be forwarded:
 - (a) the original and four (4) copies of the commercial invoice;

The Contractor shall include the following statement on all invoices:

- "We certify that prices on this invoice exclude the Goods and Services Tax, the Harmonized Sales Tax, sales tax, refundable customs duty and excise tax paid on goods or on parts and components incorporated in the goods."
- (b) one (1) signed copy of the inspection report, if applicable;
 - (c) proof of delivery (wharf receipt, bill of lading or air waybill).

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6. To the Contracting Authority of Public Works and Government Services Canada: one (1) copy of the commercial invoice.
-

Y4000D (12/05/00) Shipping Instructions

Effective 01/12/00, this clause is superseded by Y4000D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in all bid solicitations and contracts placed on behalf of CIDA when shipment is FOB Panalpina Inc.

Y4001D (01/12/00) Documentation - FOB Panalpina Inc.

Dangerous Goods:

1. The nature, quantity and United Nations number of any dangerous good are to be included with each dangerous good, in accordance with the International Maritime Dangerous Goods Code and the latest International Air Transport Association Regulations.
2. Non-compliance with this requirement will render the Supplier liable for any punitive action that may be taken by regulating authorities.
3. Documents are to be distributed as follows:
 - (a) To the :

Traffic Management Directorate
Public Works and Government Services Canada
Place du Portage, Phase III
Hull, Quebec K1A 0S5

NOT LATER THAN ONE DAY AFTER THE SHIPMENT LEAVES YOUR PLANT:

- two (2) copies of the commercial invoice;
- one (1) copy must indicate:
 - (1) shipping weight of goods named in the invoice;
 - (2) point of shipment;
 - (3) mode of transport;
- (b) one (1) copy of the detailed packing list;
- (c) three (3) copies of the inspection report, if inspection is required by terms of the Contract;

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(d) one (1) copy of inland bill of lading or receipt from Panalpina Inc.

4. To: Panalpina Inc.
11100 chemin Saint-François
Ville Saint-Laurent, Quebec H4S 1N1

WHEN SHIPMENT LEAVES YOUR PLANT:

- two (2) copies of the commercial invoice;
- two (2) copies of the detailed packing list.

1. To the Canadian International Development Agency, at the address to which invoices are to be forwarded:

(a) the original and four (4) copies of the commercial invoice;

The Contractor shall include the following statement on all invoices:

"We certify that prices on this invoice exclude the Goods and Services Tax, the Harmonized Sales Tax, sales tax, refundable customs duty and excise tax paid on goods or on parts and components incorporated in the goods."

(b) one (1) signed copy of the inspection report, if inspection is required by the Contract;

(c) one (1) copy of the receipt from the marshalling Contractor indicating acceptance by them.

2. To the Contracting Authority of Public Works and Government Services Canada: one (1) copy of the commercial invoice.

Y4001D (12/05/00) Documentation - FOB Panalpina Inc.

Effective 01/12/00, this clause is superseded by Y4001D.

Remarks: Use this clause in all bid solicitations and contracts placed on behalf of CIDA when shipment is on a C.I.F. or C. & F. air shipment basis. Insurance is not normally required on CIDA grant aid projects.

Y4002D (01/12/00) Documentation

Dangerous Goods:

1. The nature, quantity and United Nations number of any dangerous good are to be included with each dangerous good, in accordance with the International Maritime Dangerous Goods Code and the latest International Air Transport Association Regulations.

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2. Non-compliance with this requirement will render the supplier liable for any punitive action that may be taken by regulating authorities.
3. Documents are to be distributed as follows:
 - (a) To the Canadian International Development Agency (CIDA), at the address to which invoices are to be forwarded:
 - (1) one (1) signed copy plus one (1) unsigned copy of the air waybill;
 - (2) original and four (4) copies of the commercial invoice made out to CIDA;

The Contractor shall include the following statement on all invoices:

"We certify that prices on this invoice exclude the Goods and Services Tax, the Harmonized Sales Tax, sales tax, refundable customs duty and excise tax paid on goods or on parts and components incorporated in the goods."

- (3) five (5) copies of the packing list;
 - (4) one (1) copy of the inspection report, if inspection is required by the Contract;
 - (5) two (2) copies of the insurance certificate (when on C.I.F. air shipment basis).
- (b) To the clearing agent (consignee if no clearing agent is stated in the Contract):
 - (1) one (1) signed copy plus one (1) unsigned copy of the air waybill;
 - (2) three (3) copies of the commercial invoice;
 - (3) three (3) copies of the packing list;
 - (4) two (2) copies of the insurance certificate (when on C.I.F. air shipment basis).
- (c) To the Contracting Authority of Public Works and Government Services Canada: one (1) copy of the commercial invoice.

Payment: Against commercial invoices and documentation as stated above by the Comptroller, CIDA.

Y4002D (15/09/97) Documentation

Effective 01/12/00, this clause is superseded by Y4002D.

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Remarks: Use this clause in all bid solicitations and contracts placed on behalf of CIDA when shipment is by C.I.F. or C. & F. sea shipment basis (not applicable to foodstuff purchase). Insurance is not normally required on CIDA grant aid projects. (Distribution of documentation is to be adjusted in accordance with project requirements.)

Y4003D (01/12/00) Documentation

Dangerous Goods:

1. The nature, quantity and United Nations number of any dangerous good are to be included with each dangerous good, in accordance with the International Maritime Dangerous Goods Code and the latest International Air Transport Association Regulations.
2. Non-compliance with this requirement by the supplier will render him liable for any punitive action that may be taken by regulating authorities.
3. Documents are to be distributed as follows:
 - (a) To Canadian International Development Agency (CIDA), at the address to which invoices are to be forwarded:
 - (1) one (1) negotiable bill of lading, plus three (3) non-negotiable copies;
 - (2) original and four (4) copies of the commercial invoice made out to the CIDA;

The Contractor shall include the following statement on all invoices:

"We certify that prices on this invoice exclude the Goods and Services Tax, the Harmonized Sales Tax, sales tax, refundable customs duty and excise tax paid on goods or on parts and components incorporated in the goods."

- (3) five (5) copies of the packing list;
- (4) one (1) copy of the inspection report, if inspection is required by the Contract;
- (5) one (1) copy of negotiable marine insurance certificate (when on C.I.F. sea shipment basis).
- (b) To the clearing agent (consignee if no clearing agent is stated in the Contract):
 - (1) two (2) copies of negotiable bills of lading;
 - (2) two (2) copies of non-negotiable bills of lading;
 - (3) two (2) copies of the commercial invoice;
 - (4) two (2) copies of the packing list;
 - (5) original and one (1) copy of the negotiable marine insurance certificate (when on C.I.F. sea shipment basis).

Note: The above two (2) sets of documentation to the clearing agent are to be airmailed under two (2) separate covers to ensure safe arrival of at least one (1) set at the destination.

- (c) To the Contracting Authority of Public Works and Government Services Canada: one (1) copy of the commercial invoice.

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Payment: Against commercial invoices and documentation as stated above by CIDA.

Y4003D (15/09/97) Documentation

Effective 01/12/00, this clause is superseded by Y4003D.

Remarks: Use this clause in all bid solicitations and contracts placed on behalf of CIDA when sea shipment is on an EX QUAY (Incoterms 1980) basis, for duty on buyer's account type of contracts. Insurance is not normally required on CIDA grant aid projects, and marine insurance until destination is definitely not the business of the Crown in EX QUAY projects. (Distribution of documentation is to be adjusted in accordance with project requirements.)

Y4004D (01/12/00) Documentation - EX QUAY

Dangerous Goods:

1. The nature, quantity and United Nations number of any dangerous goods is to be included with each dangerous good, in accordance with the International Maritime Dangerous Goods Code and the latest International Air Transport Association Regulations.
2. Non-compliance with this requirement by the supplier will render him liable for any punitive action that may be taken by regulating authorities.
3. Documents are to be distributed as follows:
 - (a) To the Canadian International Development Agency (CIDA), at the address to which invoices are to be forwarded:
 - (1) three (3) copies of non-negotiable bills of lading;
 - (2) original and four (4) copies of the commercial invoice made out to CIDA.

The Contractor shall include the following statement on all invoices:

"We certify that the prices on this invoice exclude the Goods and Services Tax, the Harmonized Sales Tax, sales tax, refundable customs duty and excise tax paid on goods or on parts and components incorporated in the goods."

- (3) five (5) copies of the packing list;
- (4) one (1) copy of the inspection report, if inspection is required by the Contract;

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(5) delivery report at destination.

(b) To the clearing agent (consignee if no clearing agent is stated in the Contract):

- (1) two (2) original bills of lading (for custom purposes);
- (2) two (2) copies of non-negotiable bills of lading;
- (3) two (2) copies of the commercial invoice;
- (4) two (2) copies of the packing list.

Note: The above two (2) sets of documentation to the clearing agent are to be airmailed under two (2) separate covers to ensure safe arrival of at least one (1) set at destination.

(c) To the Contracting Authority of Public Works and Government Services Canada: one (1) copy of the commercial invoice.

Payment: Against commercial invoices and documentation as stated above by CIDA. DELIVERY REPORT is the CRITICAL document for payment. It replaces the original bill of lading used for other terms, such as C. & F. or C.I.F.

Y4004D (15/09/97) Documentation - EX QUAY

Effective 01/12/00, this clause is superseded by Y4004D.

Remarks: Use this clause in all bid solicitations and contracts placed on behalf of CIDA when sea shipment is on an EX QUAY (Incoterms 1980) basis, for duty paid type of contracts. Insurance is not normally required on CIDA grant aid projects, and marine insurance until destination is definitely not the business of the Crown in EX QUAY projects. (Distribution of documentation is to be adjusted in accordance with project requirements.)

Y4005D (01/12/00) Documentation - EX QUAY

Dangerous Goods:

- 1. The nature, quantity and United Nations number of any dangerous goods is to be included with each dangerous good, in accordance with the International Maritime Dangerous Goods Code and the latest International Air Transport Association Regulations.
- 2. Non-compliance with this requirement by the supplier will render him liable for any punitive action that may be taken by regulating authorities.
- 3. Documents are to be distributed as follows:

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- (a) To the Canadian International Development Agency (CIDA), at the address to which invoices are to be forwarded:

- (1) original and four (4) copies of the commercial invoice made out to CIDA;

The Contractor shall include the following statement on all invoices:

"We certify that the prices on this invoice exclude the Goods and Services Tax, the Harmonized Sales Tax, sales tax, refundable customs duty and excise tax paid on goods or on parts and components incorporated in the goods."

- (2) five (5) copies of the packing list;

- (3) one (1) copy of the inspection report, if inspection required by the Contract;

- (4) delivery report.

- (b) To the destinee:

- (1) two (2) copies of non-negotiable bills of lading;

- (2) two (2) copies of the commercial invoice;

- (3) two (2) copies of the packing list.

- (c) To the Contracting Authority of Public Works and Government Services Canada: one (1) copy of the commercial invoice.

Payment: Against commercial invoices and documentation as stated above by CIDA. DELIVERY REPORT is the CRITICAL document for payment. It replaces the original bill of lading used for other terms, such C. & F. or C.I.F.

Y4005D (15/09/97) Documentation - EX QUAY

Effective 01/12/00, this clause is superseded by Y4005D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Include when one of the following clauses has been used: Y4000D, Y4001D, Y4002D, Y4003D, Y4004D or Y4005D.

Y4006D (01/04/92) Documentation - Invoice Address

Send all invoices for CIDA to the following address:

CIDA, Place du Centre

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200 Promenade du Portage
Hull, Quebec
K1A 0G4
Attention: _____

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Include in all bid solicitations and contracts, placed with commercial suppliers on behalf of CIDA, for goods purchased for export.

Y5000D (15/09/97) Taxes and Customs Duty

The Government of Canada certifies that the goods identified herein are for export. The invoiced price shall exclude the Goods and Services Tax, the Harmonized Sales Tax, sales tax, refundable customs duty, and excise tax paid on the goods or on parts and components incorporated in the goods. The goods are covered by Canadian International Development Agency project number _____.

Y5000D (01/04/92) Taxes and Customs Duty

Effective 15/09/97, this clause is superseded by Y5000D.

Remarks: Include in all in bid solicitations and contracts, placed on behalf of CIDA, for goods purchased for export, when shipment is made by a supplier either to the ultimate consignee or to a marshalling contractor in Canada.

Y5001D (15/09/97) Transportation of Goods within Canada

The Contractor shall provide the carriers with the following written declaration in order to ensure that their services are zero-rated for purposes of the Goods and Services (GST) or Harmonized Sales Tax (HST), as appropriate:

"The property is being shipped for export and the freight transportation service to be supplied by the carriers is part of a continuous outbound movement in respect of the property."

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Y5001D **(01/04/92)** **Transportation of Goods within Canada**

Effective 15/09/97, this clause is superseded by Y5001D.

Section 5

Z - CANADIAN COMMERCIAL CORPORATION

Z - CANADIAN COMMERCIAL CORPORATION

SUPPLEMENT

PLEASE INSERT PAGES i TO ii AS THE FIRST PAGES IN SUBSECTION 5Z

Because of the limited number of revisions required in subsection Z, it has been decided not to reprint the subsection in its entirety. The following revisions will be incorporated in the next major revision/reprint of this subsection. Users are requested to take note of these changes.

Z0608C **Quality and Inspection Systems**
(30/10/96)

Effective 24/05/02, this clause is superseded by Z0608C.

Z0608C **Quality and Inspection Systems**
(24/05/02)

Effective 13/12/02, this clause is superseded by Z0608C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

Use the following clause when the incoming Foreign (US) Requisition/Contract specifies government inspection at plant (identified as FAR 52.246, MIL-I-45208, MIL-Q-9859, AQAP 110, AQAP 120, AQAP 130, AQAP 131, AQAP 150, ISO 9001, ISO 9002, and/or ISO 9003.

Insert the appropriate quality standard as stated in the foreign (US) Requisition/Contract number into the CCC contract. Insert the name of the city and the National Defence Quality Assurance Region telephone number nearest to the contractor's address:

Atlantic – Halifax	(902) 427-7224 or (902) 427-7150
Quebec – Montreal	(514) 732-4410 or (514) 732-4477
Quebec – Quebec City	(418) 694-5998
National Capital – Ottawa	(819) 997-7251 or (819) 994-1879
Ontario – Toronto	(416) 952-2077 or (416) 952-2110
Ontario – London	(519) 452-5757
Manitoba/Saskatchewan – Winnipeg	(204) 833-2500, ext. 6574
Alberta – Calgary	(403) 410-2320, ext. 3830
Alberta – Edmonton	(780) 890-6348
Vancouver	(604) 666-4136
Victoria	(250) 363-5409

Z0608C **Quality and Inspection Systems**
(13/12/02)

1. All work shall be subject to Government Quality Assurance (GQA) at the Contractor's facility or that of the subcontractor (s) by the Department of National Defence (DND), Director General - Equipment Program Services designated Quality Assurance Representative (QAR). Within forty-eight (48) hours of receipt of this Contract, the Contractor shall make arrangements with the DND Quality Assurance Representative who normally services its plant. The name, location and telephone number of the QAR may

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be obtained from the Canadian Forces Quality Assurance Region, _____ (*Insert name of city*); at _____, (*Insert telephone number*).

2. The Contractor shall comply with the requirements of quality standard: _____.
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Remarks: Use the following clause in contracts when shipment is FOB Plant and U.S. Government Bills of lading are to be used.

Z0001C (10/12/01) U.S. Government Bills of Lading

1. Shipments under this Contract are to be made on U.S. Government bill of lading. The Contractor is to apply for U.S. Government bills of lading directly to:

Transportation Office
Defense Contract Management Americas (DCMA)(Canada)
200 - 275 Bank Street
Ottawa, Ontario K2P 2L6

at least ten (10) working days in advance of its proposed shipping date, using form DD 1659, Application for U.S. Government Shipping Document/Instructions.

2. When distributing the signed copies of U.S. Government bills of lading, a copy of the relevant DD 250, Material Inspection and Receiving Report, DD 1149, Requisition and Invoice/Shipping Document or packing list must be attached to the memorandum copy of the U.S. Government bill of lading forwarded to the Transportation Office, DCMA (Canada), Ottawa.
3. Signed U.S. Government bills of lading are negotiable documents; if not used, they must be returned to the Transportation Office named above. Form DD 1659 can be obtained from DCMA (Canada), (telephone (613-992-9020)).

Z0001C (01/04/92) U.S. Government Bills of Lading

Effective 10/12/01, this clause is superseded by Z0001C.

Remarks: The contracting officer shall insert in solicitations and contracts the clause at FAR 52.247-32, FOB Origin, Freight Prepaid, when the delivery term is FOB origin, freight prepaid.

Z0002C (01/04/92) FOB Origin, Freight Prepaid

- (a) Explanation of delivery term: "FOB origin, freight prepaid" means:

1. Free of expense to the Government, delivered

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(i) on board the indicated type of conveyance of the carrier (or of the Government, if specified) at a designated point in the city, county, and province or state from which the shipments will be made and from which line-haul transportation service (as distinguished from switching, local drayage, or other terminal service) will begin;

(ii) to, and placed on, the carrier's wharf (at shipside, within reach of the ship's loading tackle, when the shipping point is within a port area having water transportation service) or the carrier's freight station;

(iii) to a U.S./Canadian postal service facility; or

(iv) if stated in the solicitation, to any Government-designated point located within the same commercial zone as the FOB origin point specified in the Contract (commercial zones are prescribed by the U.S. Interstate Commerce Commission at 49 CFR 1048); and

2. The cost of transportation, ultimately the Government's obligation, is prepaid by the Contractor to the point specified in the Contract.

(b) Contractor responsibilities. The Contractor's responsibilities are the same as those listed in FAR 47.303-1 (b), except that the Contractor shall prepare Commercial Bills of Lading or other transportation receipts and shall prepay all freight charges to the extent specified in the Contract.

Z0003C (01/04/92) FOB Destination

(a) The term "FOB destination," as used in this clause, means:

1. Free of expense to the U.S. Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

2. Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The U.S. Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its Contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee. If the Contractor uses rail carrier or freight forwarder for less than carload shipments, the Contractor shall assure that the carrier will furnish tailgate delivery if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall:

1. (i) pack and mark the shipment to comply with Contract specifications; or

(ii) in the absence of specifications, prepare the shipment in conformance with carrier requirements;

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2. prepare and distribute commercial Bills of Lading;
 3. deliver the shipment in good order and conditions to the point of delivery specified in the Contract;
 4. be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the Contract;
 5. furnish a delivery schedule and designate the mode of delivering carrier; and
 6. pay and bear all charges to the specified point of delivery.
-

Z0004C (01/04/92) FOB Origin Contrator's Facility

(a) The term "FOB origin, Contractor's facility", as used in this clause, means free of expense to the U.S. Government, delivered on board the indicated type of conveyance of the carrier (or of the U.S. Government, if specified) at the designated facility, on the named street or highway, in the city, county, and province or state from which the shipment will be made.

(b) The Contractor shall:

1.
 - (i) pack and mark the shipment to comply with Contract specifications; or
 - (ii) in the absence of specifications, prepare the shipment in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;
2.
 - (i) order specified carrier equipment when requested by the U.S. Government; or
 - (ii) if not specified, order appropriate carrier equipment not in excess of capacity to accommodate shipment;
3. deliver the shipment in good order and condition to the carrier, and load, stow, trim, block, and/or brace carload or truckload shipment (when loaded by the Contractor) on or in the carrier's conveyance as required by carrier rules and regulations;
4. be responsible for any loss of and/or damage to the goods
 - (i) occurring before delivery to the carrier;
 - (ii) resulting from improper packing and marking; or
 - (iii) resulting from improper loading, stowing, trimming, blocking, and/or bracing of the shipment, if loaded by the Contractor on or in the carrier's conveyance;
5. complete the U.S. Government Bill of Lading supplied by the ordering agency or, when a U.S. Government Bill of Lading is not supplied, prepare a commercial Bill of Lading or other transportation receipt.

The Bill of Lading shall show:

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- (i) a description of the shipment in terms of the governing freight classification or tariff (or U.S. Government rate tender) under which lowest freight rates are applicable;
- (ii) the seals affixed to the conveyance with their serial numbers or other identification;
- (iii) lengths and capacities of cars or trucks ordered and furnished;
- (iv) other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address and code or ZIP code of consignee, routing, etc;
- (v) special instructions or annotations requested by the ordering agency for commercial Bills of Lading, e.g., (A) "to be converted to a U.S. Government Bill of Lading", or (B) "this shipment is the property of, and the freight charges paid to the carrier(s) will be reimbursed by, CCC"; and
- (vi) the signature of the carrier's agent and the date the shipment is received by the carrier; and

6. distribute the copies of the Bill of Lading, or other transportation receipts, as directed by the ordering agency (Defence Contract Management Area Operations, DND, Ottawa).

Z0005C (01/04/92) FOB Origin

(a) The term "FOB Origin," as used in this clause, means free of expense to the U.S. Government, delivered

- 1. on board the indicated type of conveyance of the carrier (or of the U.S. Government, if specified) at a designated point in the city from which the shipment will be made and from which line-haul transportation service (as distinguished from switching, local drayage, or other terminal service) will begin;
- 2. to, and placed by, the carrier's wharf (at shipside, within reach of the ship's loading tackle, when the shipping point is within a port area having water transportation service) or the carrier's freight station;
- 3. to a U.S./Canadian postal service facility; or
- 4. if stated in the solicitation, to any U.S. Government-designated point located within the same city or commercial zone as the FOB origin point specified in the Contract.

(b) The Contractor shall:

- 1.
 - (i) pack and mark the shipment to comply with Contract specifications; or
 - (ii) in the absence of specifications, prepare the shipment in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charges; and
- 2.
 - (i) order specified carrier equipment when requested by the U.S. Government; or

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(ii) if not specified, order appropriate carrier equipment not in excess of capacity to accommodate shipment;

3. deliver the shipment in good order and condition to the carrier, and load, stow, trim, block, and/or brace carload or truckload shipment (when loaded by the Contractor) on or in the carrier's conveyance as required by carrier rules and regulations;

4. be responsible for any loss of and/or damage to the goods

(i) occurring before delivery to the carrier;

(ii) resulting from improper packing and marking; or

(iii) resulting from improper loading, stowing, trimming, blocking, and/or bracing of the shipment, if loaded by the Contractor on or in the carrier's conveyance;

5. complete the U.S. Government Bill of Lading which will be supplied by Defence Contract Management Area Operations, Ottawa or, when a U.S. Government Bill of Lading is not supplied, prepare a commercial Bill of Lading or other transportation receipt. The Bill of Lading shall show:

(i) a description of the shipment in terms of the governing freight classification or tariff under which lowest freight rates are applicable;

(ii) the seals affixed to the conveyance with their serial numbers or other identification;

(iii) lengths and capacities of cars or trucks ordered and furnished;

(iv) other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address and code or ZIP code of consignee, routing, etc.;

(v) special instructions or annotations requested by the ordering agency for commercial Bills of Lading, e.g., (A) "to be converted to a U.S. Government Bill of Lading", or (B) "this shipment is the property of, and the freight charges paid to the carrier(s) will be reimbursed by, CCC", and

(vi) the signature of the carrier's agent and the date the shipment is received by the carrier; and

6. distribute the copies of the Bill of Lading, or other transportation receipts, as directed by the ordering agency.

(c) These Contractor responsibilities are specified for performance at the plant or plants at which the supplies are to be finally inspected and accepted, unless the facilities for shipment by carrier's equipment are not available at the Contractor's plant, in which case the responsibilities shall be performed FOB the point or points in the same or nearest city where the specified carrier's facilities are available.

Z0006C (01/04/92) FOB Origin, Freight Allowed

(a) The term "FOB origin, freight allowed," as used in this clause, means:

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1. free of expense to the U.S. Government, delivered:

(i) on board the indicated type of conveyance of the carrier (or of the U.S. Government, if specified) at a designated point in the city, county, and province or state from which the shipment will be made and from which line-haul transportation service (as distinguished from switching, local drayage, or other terminal service) will begin;

(ii) to, and placed on, the carrier's wharf (at shipside within reach of the ship's loading tackle when the shipping point is within a port area having water transportation service) or the carrier's freight station;

(iii) to a U.S./Canadian postal service facility; or

(iv) if stated in the solicitation, to any Government-designated point located within the same city or commercial zone as the FOB origin point specified in the Contract (commercial zones are prescribed by the U.S. Interstate Commerce Commission at 49 CFR 1048); and

2. an allowance for freight based on applicable published tariff rates (or Government rate tenders) between the points specified in the Contract, is deducted from the Contract Price.

(b) The Contractor shall:

1. (i) pack and mark the shipment to comply with Contract specifications; or

(ii) in the absence of specifications, prepare the shipment in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

2. (i) order specified carrier equipment when requested by the U.S. Government; or

(ii) if not specified, order appropriate carrier equipment not in excess of capacity to accommodate shipment;

3. deliver the shipment in good order and condition to the carrier, and load, stow, trim, block, and/or brace carload or truckload shipment (when loaded by the Contractor) on or in the carrier's conveyance as required by carrier rules and regulations;

4. be responsible for any loss of and/or damage to the goods

(i) occurring before delivery to the carrier;

(ii) resulting from improper packing and marking; or

(iii) resulting from improper loading, stowing, trimming, blocking, and/or bracing of the shipment if loaded by the Contractor on or in the carrier's conveyance;

5. complete the U.S. Government Bill of Lading supplied by the ordering agency, or when a U.S. Government Bill of Lading is not supplied, prepare a commercial Bill of Lading or other transportation receipt. The Bill of Lading shall show:

(i) a description of the shipment in terms of governing freight classification or tariff (or U.S. Government rate tender) under which lowest freight rates are applicable;

(ii) the seals affixed to the conveyance with their serial numbers or other identification;

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- (iii) lengths and capacities of cars or trucks ordered and furnished;
- (iv) other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address and code or ZIP code of consignee, routing, etc.;
- (v) special instructions or annotations requested by the ordering agency for commercial Bills of Lading, e.g. (A) "to be converted to a U.S. Government Bill of Lading", or (B) "this shipment is the property of, and the freight charges paid to the carrier(s) will be reimbursed by, CCC"; and
- (vi) the signature of the carrier's agent and the date the shipment is received by the carrier; and

6. distribute the copies of the Bill of Lading, or other transportation receipts, as directed by the ordering agency.

(c) These Contractor responsibilities are specified for performance at the plant or plants at which the supplies are to be finally inspected and accepted, unless the facilities for shipment by carrier's equipment are not available at the Contractor's plant, in which case the responsibilities shall be performed FOB the point or points in the same or nearest city where the specified carrier's facilities are available subject, however, to the following qualifications:

1. If the Contractor's shipping plant is located in the State of Alaska or Hawaii, the Contractor shall deliver the supplies listed for shipment outside Alaska or Hawaii to the port of loading in Alaska or Hawaii, respectively, as specified in the Contract, at Contractor's expense, and to that extent the Contract shall be "FOB destination."
2. Notwithstanding subparagraph (c) 1. of this clause, if the Contractor's shipping plant is located in the State of Hawaii, and the Contract requires delivery to be made by container service, the Contractor shall deliver the supplies, at Contractor's expense, to the container yard in the same or nearest city where seavan container service is available.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all Canadian Commercial Corporation contracts.

Z0200C (23/11/98) Administration of Contract

The _____ (*Insert name of Department of Public Works and Government Services group or branch issuing the Contract*) is responsible for the management of this Contract and any changes to the Contract must be authorized by a written contract amendment issued by that office. The Contractor shall not perform work in excess of or outside the scope of this Contract based on verbal or written requests or instructions from any person, except for such a written contract amendment.

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Z0200C (01/04/92) **Administration of Contract**

Effective 23/11/98, this clause is superseded by Z0200C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in contracts if called for in the U.S. contract. Enter form numbers as applicable.

Z0400C (01/04/92) **Preservation/Packaging/Packing/Marking**

Preservation, packaging, packing and marking shall be in accordance with forms ____.

Z0401C (01/04/92) **Preservation/Packaging/Packing/Marking**

The Contractor shall preserve, package and mark the articles and supplies called for herein, the price for which is included in the unit, and total prices of said articles and supplies, in accordance with forms incorporated herein by reference.

Z0402C (01/04/92) **Preservation/Packaging/Packing/Marking**

Preservation, packaging, packing and marking shall be in accordance with the Contractor's standard domestic commercial practice to ensure safe delivery at destination.

Z0403C (01/04/92) **Preservation and Packaging**

Preservation and packaging shall be in accordance with and as specified in the MIL-STD-2073-2B Packaging Requirement Codes.

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Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

Z0404C (01/04/92) Pieces and Reels

The minimum length of any piece of wire/cable shall be ____ feet. The total length of wire/cable on each reel shall be not less than ____ feet nor more than ____ feet.

Each reel shall be clearly marked with the number and length of pieces of wire/cable thereon. Each piece of wire/cable shall be clearly marked with the length thereof.

Z0600C (01/04/92) Inspection

Effective 30/10/96, this clause is superseded by Z0608C.

Z0601C (01/04/92) Inspection

Effective 30/10/96, this clause is superseded by Z0608C.

Z0602C (01/04/92) Inspection

Effective 30/10/96, this clause is superseded by Z0608C.

Remarks: Use the following clause in production contracts when data is to be provided.

NOTE: As the normal procedures do not apply, the PWGSC Contracting Officer must make necessary arrangements for inspection with the U.S. Contracting Officer named in the U.S. contract, or with the Department of National Defence Quality Assurance Representative if inspection of the data items is to be at source.

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Z0603C (10/12/01) Inspection for Data

Prior to proceeding with preparation of drafts of handbooks, drawings, publications or other technical data to be supplied under this Contract, the Contractor shall contact the Canadian Commercial Corporation Contracting Authority in order that appropriate arrangements can be made with the cognizant U.S. agency for specification interpretation and for preliminary inspection of draft copies of such items.

Z0603C (01/04/92) Inspection for Data

Effective 10/12/01, this clause is superseded by Z0603C.

Remarks: Use the following clause in contracts when the U.S. contract specifies both inspection and acceptance are to be accomplished at destination.

Z0604C (01/04/92) Inspection and Acceptance

Inspection and acceptance will be accomplished at destination by consignee.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in contracts when the U.S. contract contains the Certificate of Conformance Clause (FAR 52.246-15).

Z0605C (01/04/92) Certificate of Conformance

- a) At the option of the cognizant DND Quality Assurance Representative, the Contractor may be required to deliver the supplies for which the Contract would otherwise require inspection with a Certification of Conformance. This certificate may be used by the U.S. Government as the basis for acceptance of such supplies without performing prior government quality assurance evaluations. The certificate shall be attached to, or included on, all copies of the applicable Material Inspection and Receiving Report, form DD 250. The certificate shall be prepared by the Contractor and shall read as follows:

"I certify that on (insert date) _____, the (insert Contractor's name) _____ furnished the supplies called for by Contract No. _____, via (insert name of Carrier) _____ - (insert Bill of Lading, or Shipping Document Identification) _____ in accordance with all applicable requirements.

I further certify that the supplies or services are of the quality specified and conform in all respects with the Contract requirements, including specifications, drawings, preservation, packaging, marking

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requirements, and physical item identification (part number), and in the quantity shown on this, or on the attached acceptance document.

Date of Execution _____

Signature _____

Title _____ "

- b) Notwithstanding prior U.S. Government acceptance under the provisions of (a) above, and notwithstanding the provisions of any other clause of the Contract, the U.S. Government shall have the right to inspect the supplies upon receipt by the consignee. If there are shortages in quantity or the supplies are not in conformity with the requirements of this Contract, the Contractor shall, at its expense, promptly correct or replace the shortage of or defective supplies, provided that instructions to do so are furnished by the U.S. Government within ninety (90) days from the date such supplies were accepted. However, if this Contract contains a Supply Warranty Clause, such warranty shall prevail in the event of any inconsistency or ambiguity between it and this paragraph b).
- c) One signed copy of form DD 250 and the Certificate of Conformance must be forwarded to Canadian Commercial Corporation together with the invoice.
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Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause when the U.S. contract invokes DFARS 252.246-7000.

Z0606C (10/12/01) Material Inspection and Receiving Report

1. A Material Inspection and Receiving Report, DD Form 250, will be prepared and distributed for each shipment made under this Contract in accordance with the U.S. Defense Federal Acquisition Regulations supplement, Appendix F.

Questions regarding preparation and distribution of this form may be addressed to the Quality Assurance Representative assigned to the Contractor's plant.

2. As proof of shipment, one (1) completed copy of this inspection document must be supplied to:

_____ (Name of Public Works and Government Services Canada Contracting Authority)
Defense Contract Management Americas (Canada)
200 - 275 Bank Street
Ottawa, Ontario K2P 2L6

Z0606C (03/02/97) Material Inspection and Receiving Report

Effective 10/12/01, this clause is superseded by Z0606C.

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Z0607C (01/04/92) Inspection of Supplies - Fixed Price

(a) Definition. "Supplies" as used in this clause, includes but is not limited to raw materials, requirements, intermediate assemblies and end products.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Canadian Commercial Corporation (CCC) covering supplies under this Contract and shall tender for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with Contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to CCC during Contract performance and for as long afterwards as the Contract requires. CCC may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the Contract Work. The right of review, whether exercised or not, does not relieve the Contractor of its obligations under the Contract.

(c) CCC has the right to inspect and test all supplies called for by the Contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. CCC shall perform inspections and tests in a manner that will not unduly delay the Work. CCC assumes no contractual obligation to perform any inspection or test for the benefit of the Contractor, unless specifically set forth elsewhere in this Contract.

(d) If CCC performs an inspection or a test on the premises of the Contractor or a subContractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the Contract, CCC shall bear the expense of CCC inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in a case of rejection, CCC shall not be liable for any reduction in the value of inspection or test samples.

- (e)
1. When supplies are not ready at the time specified by the Contractor for inspection or test, CCC may charge to the Contractor the additional cost of inspection or test.
 2. CCC may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) CCC has the right either to reject or to require correction of non-conforming supplies. Supplies are non-conforming when they are defective in material or workmanship or are otherwise not in conformity with Contract requirements. CCC may reject non-conforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the U.S. Government may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, CCC may either (1) by Contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor, or (2) terminate the Contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, CCC may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

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- (i) 1. If this Contract provides for the performance of the Canadian Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time
- (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the Contract; and
 - (ii) when the supplies will be ready for Government inspection.
2. The Government request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than two (2) workdays of advance notification if the Government representative is in residence in the Contractor's plant; no more than seven (7) workdays in other instances.
- (j) The U.S. Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the Contract. U.S. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility nor impose liability on the U.S. Government, for non-conforming supplies.
- (k) Inspections and tests by the U.S. Government do not relieve the Contractor of responsibility for the defects or other failures to meet Contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the Contract.
- (l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, CCC, in addition to any other rights and remedies provided by law, or under other provisions of the Contract, shall have the right to require the Contractor (1) at no increase in Contract Price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at CCC's election, and in accordance within a reasonable delivery schedule as may be agreed upon between the Contractor and CCC; provided that CCC may require a reduction in Contract Price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or non-conformance, to repay such portion of the Contract as is equitable under the circumstances if CCC elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of ten (10) days (or such longer period as CCC may authorize in writing) after receipt of notice from CCC specifying such failure, CCC shall have the right by Contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned CCC thereby.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause when the incoming Foreign (US) Requisition/Contract specifies government inspection at plant (identified as FAR 52.246, MIL-I-45208, MIL-Q-9859, AQAP 110, AQAP 120, AQAP 130, AQAP 131, AQAP 150, ISO 9001, ISO 9002, and/or ISO 9003). Insert the appropriate quality standard as stated in the foreign (US) Requisition/Contract number into the CCC contract. Insert the name of the city and the Canadian Forces Quality Assurance Region (CFQAR) telephone number nearest to the contractor's address:

Atlantic Region	-	Halifax	(902) 427-7153
Quebec Region	-	Montreal	(514) 846-6410
Ontario Region	-	Toronto	(416) 952-2086
Western Region	-	Winnipeg	(204) 833-5533

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- Edmonton (403) 973-4011, ext. 4317
- Vancouver (604) 666-4136

Z0608C (30/10/96) Quality and Inspection Systems

1. All work shall be subject to Government Quality Assurance (GQA) at the Contractor's facility or that of the subcontractor (s) by the Department of National Defence (DND), Director General Equipment Program Services designated Quality Assurance Representative (QAR). Within forty-eight (48) hours of receipt of this Contract, the Contractor shall make arrangements with the DND Quality Assurance Representative who normally services its plant. The name, location and telephone number of the QAR may be obtained from the Canadian Forces Quality Assurance Region, (insert name of City) _____, telephone number _____.
 2. The Contractor shall comply with the requirements of quality standard: _____.
-

Z0615T (13/12/99) Millenium Waranty Clause

1. The Supplier warrants that all hardware, software and/or firmware products delivered or developed:

- (a) individually, or
- (b) in combination as an integrated system

under the Contract or Prime Contract shall meet or operate in accordance with the contractual requirement (as evidenced during acceptance tests, as applicable) so as to accurately and automatically process any and all date and date-related data including, but not limited to calculating, comparing, and sequencing of such data from, into and between the twentieth and twenty-first centuries, including leap year calculations when used in accordance with the documentation provided by the Supplier.

2. To the extent that services are to be provided or products delivered under the Contract or Prime Contract,

- (a) all deliverables and
- (b) any hardware, software and firmware products which may be utilize by the Supplier to perform the services or manufacture the products

shall perform in such a manner as to comply with the contractual delivery schedule(s) and/or meet the contractual requirement (as evidenced during acceptance tests, as applicable) of accurately and automatically processing any and all date and date-related data including, but not limited to calculating, comparing, and sequencing of such data from, into and between the twentieth and twenty-first centuries, including leap year calculations when used in accordance with the documentation provided by the Supplier, provided that all hardware, software and firmware products used with the deliverables and not provided by the Supplier or its subcontractor(s) properly exchange accurate date and date-related data with them.

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3. To that end, the Supplier also warrants that date-related processing will not, in any way, prevent hardware, software or firmware
- (a) utilized by the Supplier to perform the services or manufacture the products from operating in any manner so as to prevent the Supplier from complying with the contractual delivery schedule(s) of the Contract or Prime Contract and/or
 - (b) from conforming to the requirements of the Contract or Prime Contract prior to, during, or after the year 2000.

Canadian Commercial Corporation may, at no additional cost, require the Supplier, at time of acceptance under the Contract or Prime Contract, to demonstrate compliance and/or compliance techniques and test procedures it intends to follow in order to comply with all of the obligations contained herein.

4. The obligations contained herein apply to the products or services delivered or provided by the Supplier and its subcontractor(s) involved in the performance of the Contract and the Prime Contract.
5. The warranties contained herein are separate and discrete from any other warranties specified in the Contract and the Prime Contract, and are not subject to any disclaimer of warranty which may be specified in the Contract or Prime Contract, their appendices, schedules, annexes or any document incorporated in the Contract or the Prime Contract by reference. The warranties contained herein are subject to the limitations set out in Section 7 hereof.
6. The warranties contained herein shall not apply where a modification has been made to a deliverable provided under the Contract or Prime Contract by a party other than the Supplier or a subcontractor or a party approved in writing by either of them.
7. The warranties contained herein shall have a term extending either:
- (a) to June 30, 2000,
 - (b) for a period of six months following acceptance of the hardware, software and/or firmware, or
 - (c) for a period equal to the term of the Contract or Prime Contract,
- whichever is the later date.

Remarks: Use the following clause in fixed price contracts (other than contracts for experimental development, or research work with educational or non-profit institutions where no profit is contemplated).

NOTE: To be used in conjunction with clause Z0802C (formerly U.S. 5A, Alternate I) or clause Z0803C (formerly U.S. 5A, Alternate II), as applicable.

Z0801C (01/04/92) Government Property

- (a) Government-furnished property.

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1. The U.S. Government shall deliver to the Contractor, for use in connection with and under the terms of this Contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

2. The delivery or performance dates for this Contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the Contract's delivery or performance dates.

3. If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at U.S. Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

4. If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property.

1. The Contracting Officer may, by written notice,

(i) decrease the Government-furnished property provided or to be provided under this Contract; or

(ii) substitute other Government-furnished property for the property to be provided by the U.S. Government, or to be acquired by the Contractor for the U.S. Government, under this Contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

2. Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the Contract in accordance with paragraph (h) of this clause, if the U.S. Government has agreed in the Schedule to make Government-furnished property available for performing this Contract and there is any

(i) decrease or substitution of this property pursuant to subparagraph (b)1. above; or

(ii) withdrawal of authority to use this property, if provided under any other Contract or lease.

(c) Title to Government property. (If clause Z0803C is referenced in the procurement document, this paragraph (c) does not apply.)

1. The U.S. Government shall retain title to all Government-furnished property.

2. All Government-furnished property and all property acquired by the Contractor, title to which vests in the U.S. Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this Contract is

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subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the U.S. Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

3. Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this Contract shall pass to and vest in the U.S. Government when its use in performing this Contract commences or when the U.S. Government has paid for it, whichever is earlier, whether or not title previously vested in the U.S. Government.

4. If this Contract contains a provision directing the Contractor to purchase material for which the U.S. Government will reimburse the Contractor as a direct item of cost under this Contract:

(i) title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) title to all other material shall pass to and vest in the U.S. Government upon

(A) issuance of the material for use in Contract performance;

(B) commencement of processing of the material or its use in Contract performance;
or

(C) reimbursement of the cost of the material by the U.S. Government,

whichever occurs first.

(d) Use of Government property. The Government property shall be used only for performing this Contract, unless otherwise provided in this Contract or approved by the Contracting Officer.

(e) Property administration.

1. The Contractor shall be responsible and accountable for all Government property provided under this Contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this Contract.

2. The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

3. If damage occurs to Government property, the risk of which has been assumed by the U.S. Government under this Contract, the U.S. Government shall replace the items or the Contractor shall make such repairs as the U.S. Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the U.S. Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

4. The Contractor represents that the Contract Price does not include any amount for repairs or replacement for which the U.S. Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

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(f) Access. The U.S. Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Risk of loss. (If clause Z0802C or Z0803C is referenced in the procurement document, this paragraph (g) does not apply.) Unless otherwise provided in this Contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the U.S. Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this Contract.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected Contract provision in accordance with the procedures of the Changes clause, if any, or any other clause that establishes the procedures for amendment of the Contract. When appropriate, the Contracting Officer may initiate an equitable adjustment in favour of CCC or the U.S. Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. Neither CCC nor the U.S. Government shall be liable to suit for breach of Contract for

1. any delay in delivery of Government-furnished property;
2. delivery of Government-furnished property in a condition not suitable for its intended use;
3. a decrease in or substitution of Government-furnished property; or
4. failure to repair or replace Government property for which the U.S. Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this Contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this Contract or delivered to the U.S. Government. The Contractor shall prepare for shipment, deliver FOB origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the Contract Price or shall be paid to CCC or the U.S. Government as the Contracting Officer directs.

(j) Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the U.S. Government

1. may abandon any Government property in place, at which time all obligations of the U.S. Government regarding such abandoned property shall cease; and
2. has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon Contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

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Remarks: As prescribed in FAR 45.106(b)(2), substitute the following paragraph (g) for paragraph (g) of clause Z0801C, under the following conditions:

- i) if the contract is a negotiated fixed-price contract for which prices are not based on adequate price competition, established catalogue or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation, or;
- ii) if the contract is a fixed-price service contract which is performed primarily on a Government installation, provided the contracting officer determines it to be in the best interest of the Government.

NOTE: This clause may only be used in conjunction with clause Z0801C.

Z0802C (01/04/92) Government Property - Alternate I

The following replaces paragraph (g) of clause Z0801C.

(g) Limited risk of loss.

1. The term "Contractor's managerial personnel," as used in this paragraph (g), means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of

- (i) all or substantially all of the Contractor's business;
- (ii) all or substantially all of the Contractor's operation at any one plant or separate location at which the Contract is being performed; or
- (iii) a separate and complete major industrial operation connected with performing this Contract.

2. The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this Contract (or, if an educational or nonprofit organization, for expenses incidental to such loss, destruction, or damage), except as provided in subparagraphs 3. and 4. below.

3. The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this Contract (including expenses incidental to such loss, destruction, or damage):

- (i) that results from a risk expressly required to be insured under this Contract, but only to the extent of the insurance required to be purchased and maintained, or to the extent of insurance actually purchased and maintained, whichever is greater;
- (ii) that results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;
- (iii) for which the Contractor is otherwise responsible under the express terms of this Contract;
- (iv) that results from wilful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

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(v) that results from a failure on the part of the Contractor, due to wilful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of clause Z0801C.

4. (i) If the Contractor fails to act as provided in subdivision (g)3.(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of CCC's or the U.S. Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to wilful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure, unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage

(A) did not result from the Contractor's failure to maintain an approved program or system; or

(B) occurred while an approved program or system was maintained by the Contractor.

5. If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime Contract.

6. Upon loss or destruction of, or damage to, Government property provided under this Contract, the Contractor shall so notify the Contracting Officer and shall communicate with the loss and salvage organization, if any, designated by the Contracting Officer. With the assistance of any such organization, the Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of

(i) the lost, destroyed or damaged Government property;

(ii) the time and origin of the loss, destruction, or damage;

(iii) all known interests in commingled property of which the Government property is a part; and

(iv) the insurance, if any, covering any part of or interest in such commingled property.

7. The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the

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approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the Contract Price for the expenditure made in performing the obligations under this subparagraph (g) 7. in accordance with paragraph (h) of clause Z0801C. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making such equitable adjustment.

8. The Contractor represents that it is not including in the price, and agrees it will not hereafter include in any price to CCC, any charge or reserve for insurance (including any self-insurance fund or reserve) covering loss or destruction of, or damage to, Government property, except to the extent that CCC may have expressly required the Contractor to carry such insurance under another provision of this Contract.

9. In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property, or shall otherwise credit the proceeds to equitably reimburse CCC, as directed by the Contracting Officer.

10. The Contractor shall do nothing to prejudice CCC or the U.S. Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the expense of CCC or the U.S. Government, furnish to that party all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favour of that party) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of CCC or the U.S. Government the liability of the subcontractor for such loss, destruction, or damage.

Remarks: As prescribed in FAR 45.106(b)(3), substitute the following paragraphs (c) and (g) for paragraphs (c) and (g) of clause Z0801C if the contract is for the conduct of basic applied research at non profit institutions of higher education or at nonprofit organizations whose primary purpose is the conduct of scientific research.

NOTE: This clause may only be used in conjunction with clause Z0801C.

Z0803C (01/04/92) Government Property - Alternate II

The following replaces paragraphs (c) and (g) of clause Z0801C.

(c) Title to Government property.

1. The U.S. Government shall retain title to all Government- furnished property.

2. All Government-furnished property and all property acquired by the Contractor, title to which vests in the U.S. Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall

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Government property become a fixture or lose its identity as personal property by being attached to any real property.

3. Title to each item of facilities, special test equipment, and special tooling (other than that subject to a special tooling clause) acquired by the Contractor for the U.S. Government under this Contract shall pass to and vest in the U.S. Government when its use in performing this Contract commences, or when the U.S. Government has paid for it, whichever is earlier, whether or not title previously vested in the U.S. Government.

4. Title to equipment (and other tangible personal property) purchased with funds available for research and having an acquisition cost of less than \$5,000 shall vest in the Contractor upon acquisition or as soon thereafter as feasible, provided that the Contractor obtained the Contracting Officer's approval before each acquisition. Title to equipment purchased with funds available for research and having an acquisition cost of \$5,000 or more shall vest as set forth in the Contract. If title to equipment vests in the Contractor under this subparagraph (c)4., the Contractor agrees that no charge will be made to CCC or the U.S. Government for any depreciation, amortization, or use under any existing or future Contract or subcontract thereunder. The Contractor shall furnish the Contracting Officer a list of all equipment to which title is vested in the Contractor under this subparagraph (c)4. within ten (10) days following the end of the calendar quarter during which it was received.

5. Vesting title under this paragraph (c) is subject to civil rights legislation, 42 U.S.C. 2000d. Before title is vested and by signing this Contract, the Contractor accepts and agrees that:

"No person in the United States shall, on the ground of race, colour, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contemplated financial assistance (title to equipment)."

(g) Limited risk of loss.

1. The term "Contractor's managerial personnel", as used in this paragraph (g), means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of:

- (i) all or substantially all of the Contractor's business;
- (ii) all or substantially all of the Contractor's operation at any one plant, laboratory, or separate location at which the Contract is being performed; or
- (iii) a separate and complete major industrial operation connected with performing this Contract.

2. The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this Contract (or, if an educational or nonprofit organization, for expenses incidental to such loss, destruction, or damage), except as provided in subparagraphs 3. and 4. below.

3. The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this Contract (including expenses incidental to such loss, destruction, or damage):

- (i) that results from a risk expressly required to be insured under this Contract, but only to the extent of the insurance required to be purchased and maintained, or to the extent of insurance actually purchased and maintained, whichever is greater;

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(ii) that results from a risk which is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) for which the Contractor is otherwise responsible under the express terms of this Contract;

(iv) that results from wilful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) that results from a failure on the part of the Contractor, due to wilful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of clause Z0801C.

4. (i) If the Contractor fails to act as provided in subdivision (g)3.(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of CCC's or the U.S. Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to wilful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) Furthermore, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure, unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage:

(A) did not result from the Contractor's failure to maintain an approved program or system; or

(B) occurred while an approved program or system was maintained by the Contractor.

5. If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime Contract.

6. Upon loss or destruction of, or damage to, Government property provided under this Contract, the Contractor shall so notify the Contracting Officer and shall communicate with the loss and salvage organization, if any, designated by the Contracting Officer. With the assistance of any such organization, the Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of:

(i) the lost, destroyed, or damaged Government property;

(ii) the time and origin of the loss, destruction, or damage;

(iii) all known interests in commingled property of which the Government property is a part; and

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(iv) the insurance, if any, covering any part of or interest in such commingled property.

7. The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the Contract Price for the expenditures made in performing the obligations under this subparagraph (g)7. in accordance with paragraph (h) of clause Z0801C. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

8. The Contractor represents that it is not including in the price, and agrees it will not hereafter include in any price to CCC, any charge or reserve for insurance (including any self-insurance fund or reserve) covering loss or destruction of, or damage to, Government property, except to the extent that CCC may have expressly required the Contractor to carry such insurance under another provision of this Contract.

9. In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, the Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to or equitably reimburse CCC or the Government, as directed by the Contracting Officer.

10. The Contractor shall do nothing to prejudice CCC's or the U.S. Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the expense of CCC or the U.S. Government, furnish to that party all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favour of that party) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

Remarks: As prescribed in FAR 45.106(c), insert the following clause, in addition to clause Z0801C, Government Property, in solicitations and contracts when a fixed-price construction Contract is contemplated under which the Government is to furnish Government property FOB railway cars at a specified destination or FOB truck at the project site. The Contract Schedule shall specify the point of delivery and may include special terms and conditions covering installation, preparation for operation, or equipment testing by the Government or by another contractor.

Z0804D (01/04/92) Identification/Gov't-furnished Property

(a) The U.S. Government will furnish to the Contractor the property identified in the Schedule to be incorporated or installed into the Work or used in performing the Contract. The listed property will be furnished FOB railway cars at the place specified in the Contract Schedule or FOB truck at the project site. The Contractor is required to accept delivery, pay any demurrage or detention charges, and unload and transport the property to the job site at its own expense. When the property is delivered, the Contractor shall

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verify its quantity and condition and acknowledge receipt in writing to the Contracting Officer. The Contractor shall also report in writing to the Contracting Officer within twenty-four (24) hours of delivery any damage to or shortage of the property as received. All such property shall be installed or incorporated into the Work at the expense of the Contractor, unless otherwise indicated in this Contract.

(b) Each item of property to be furnished under this clause shall be identified in the Schedule by quantity, item, and description.

Remarks: As prescribed in FAR 45.106(d), insert the following clause in solicitations and contracts when a fixed-price, time-and-material, or labour-hour contract is contemplated and that the acquisition cost of all Government-furnished property to be involved in the contract is \$50,000 or less; unless a contract with an educational or nonprofit organization is contemplated.

Z0805D (01/04/92) Government-furnished Property

(a) The U.S. Government shall deliver to the Contractor, at the time and locations stated in this Contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this Contract in accordance with the Changes clause, if applicable, or the clause that establishes procedures for amending the Contract, when:

1. the Contractor submits a timely written request for an equitable adjustment; and
2. the facts warrant an equitable adjustment.

(b) Title to Government-furnished property shall remain in the U.S. Government. The Contractor shall use the Government-furnished property only in connection with this Contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for CCC or U.S. Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this Contract.

(c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except:

1. for reasonable wear and tear;
2. to the extent property is consumed in performing this Contract; or
3. as otherwise provided for by the provisions of this Contract.

(d) Upon completing this Contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this Contract or previously delivered to CCC or the U.S. Government. The Contractor shall prepare for shipment, deliver FOB origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the Contract Price or shall be paid to CCC or the U.S. Government as directed by the Contracting Officer.

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Remarks: Use the following clause in cost-reimbursement contracts for supplies and services (except contracts for experimental developmental, or research work with educational or non-profit institutions, where no profit to the contractor is contemplated) under which a department is to furnish to a contractor, or a contractor is to acquire U.S. Government property.

NOTE: This clause must be used in conjunction with clause Z0807C and may be used in conjunction with clause Z0808C (formerly U.S. 5B, Alternate I), as applicable.

Z0806C (01/04/92) Government Property

(a) Government-furnished property.

1. The Government shall deliver to the Contractor, for use in connection with and under the terms of this Contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").
2. The delivery or performance dates for this Contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the Contract's delivery or performance dates.
3. If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at U.S. Government expense, either effect repairs or modifications or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of clause Z0807C.
4. If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of clause Z0807C.

(b) Changes in Government-furnished property.

1. The Contracting Officer may, by written notice,
 - (i) decrease the Government-furnished property provided or to be provided under this Contract; or
 - (ii) substitute other Government-furnished property for the property to be provided by the U.S. Government or to be acquired by the Contractor for the U.S. Government under this Contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.
2. Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the Contract in accordance with paragraph (h) of clause Z0807C, if the U.S. Government has

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agreed in the Schedule to make such property available for performing this Contract and there is any:

- (i) decrease or substitution of this property pursuant to subparagraph (b)1. above; or
- (ii) withdrawal of authority to use property, if provided under any other Contract or lease.

(c) Title. (If clause Z0808C is referenced in the procurement document, this paragraph (c) does not apply.)

1. The U.S. Government shall retain title to all Government- furnished property.

2. Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract shall pass to and vest in the U.S. Government upon the vendor's delivery of such property.

3. Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the U.S. Government upon:

- (i) issuance of the property for use in Contract performance;
- (ii) commencement of processing of the property or use in Contract performance; or
- (iii) reimbursement of the cost of the property by CCC or the U.S. Government,

whichever occurs first.

4. All Government-furnished property and all property acquired by the Contractor, title to which vests in the U.S. Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to U.S. Government property shall not be affected by its incorporation into or attachment to any property not owned by the U.S. Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) Use of Government property. The Government property shall be used only for performing this Contract, unless otherwise provided in this Contract or approved by the Contracting Officer.

(e) Property administration.

1. The Contractor shall be responsible and accountable for all Government property provided under the Contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this Contract.

2. The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

3. If damage occurs to Government property, the risk of which has been assumed by the U.S. Government under this Contract, the U.S. Government shall replace the items or the Contractor shall make such repairs as CCC or the U.S. Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the U.S. Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of clause Z0807C.

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(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

Remarks: This clause must be used in conjunction with clause Z0806C.

Z0807C (01/04/92) Government Property

(g) Limited risk of loss.

1. The term "Contractor's managerial personnel," as used in this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of:

- (i) all or substantially all of the Contractor's business;
- (ii) all or substantially all of the Contractor's operation at any one plant or separate location at which the Contract is being performed; or
- (iii) a separate and complete major industrial operation connected with performing this Contract.

2. The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this Contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs 3. and 4. below.

3. The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this Contract (including expenses incidental to such loss, destruction, or damage):

- (i) that results from a risk expressly required to be insured under this Contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;
- (ii) that results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;
- (iii) for which the Contractor is otherwise responsible under the express terms of this Contract;
- (iv) that results from wilful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or
- (v) that results from a failure on the part of the Contractor, due to wilful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of clause Z0806C.

4. (i) If the Contractor fails to act as provided by subdivision (g)3.(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of CCC's or the U.S. Government's disapproval, withdrawal of approval, or nonacceptance of the system

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or program, it shall be conclusively presumed that such failure was due to wilful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure, unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage:

(A) did not result from the Contractor's failure to maintain an approved program or system; or

(B) occurred while an approved program or system was maintained by the Contractor.

5. If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime Contract.

6. Upon loss or destruction of, or damage to, Government property provided under this Contract, the Contractor shall so notify the Contracting Officer and shall communicate with the loss and salvage organization, if any, designated by the Contracting Officer. With the assistance of any such organization, the Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of:

(i) the lost, destroyed, or damaged Government property;

(ii) the time and origin of the loss, destruction, or damage;

(iii) all known interests in commingled property of which the Government property is a part; and

(iv) the insurance, if any, covering any part of or interest in such commingled property.

7. The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of CCC or the U.S. Government. Such sales may be made in order to minimize the loss to the U.S. Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the Contract Price for the expenditures made in performing the obligations under this subparagraph (g)7. in accordance with paragraph (h) of this clause. However, the U.S. Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

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8. The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that CCC may have expressly required the Contractor to carry such insurance under another provision of this Contract.

9. In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, CCC or the U.S. Government, as directed by the Contracting Officer.

10. The Contractor shall do nothing to prejudice CCC's or the U.S. Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at CCC's or the U.S. Government's expense, furnish to that party all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favour of that party) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce, for the benefit of CCC or the U.S. Government, the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected Contract provision in accordance with the procedures of the Changes clause, if applicable, or the clause that establishes procedures for amending the Contract. When appropriate, the Contracting Officer may initiate an equitable adjustment in favour of CCC or the U.S. Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. Neither CCC nor the U.S. Government shall be liable to suit for breach of Contract for:

1. any delay in delivery of Government-furnished property;
2. delivery of Government-furnished property in a condition not suitable for its intended use;
3. a decrease in or substitution of Government-furnished property; or
4. failure to repair or replace Government property for which the U.S. Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this Contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this Contract or delivered to the U.S. Government. The Contractor shall prepare for shipment, deliver FOB origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the Work covered by this Contract or paid to CCC or the U.S. Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) Abandonment and restoration of Contractor premises. Unless otherwise provided herein, the Government:

1. may abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

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2. has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or Contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

Remarks: As prescribed in 45.106(f)(2), substitute the following paragraph (c) for paragraph (c) of clause Z0801C in solicitations and contracts when a cost-reimbursement, time-and-material, or labour-hour contract is contemplated, except as provided in clause Z0803C.

NOTE: This clause may only be used in conjunction with clauses Z0806C and Z0807C.

Z0808C (01/04/92) Alternate I

The following replaces paragraph (c) of clause Z0806C.

(c) Title.

1. The U.S. Government shall retain title to all Government- furnished property.

2. All Government-furnished property and all property acquired by the Contractor, title to which vests in the U.S. Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

3. Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract and that, under the provisions of this Contract is to vest in the U.S. Government, shall pass to and vest in the U.S. Government upon the vendor's delivery of such property. Title to all other property, the cost of which is to be reimbursed to the Contractor under this Contract and that under the provisions of this Contract is to vest in the U.S. Government, shall pass to and vest in the U.S. Government upon:

- (i) issuance of the property for use in Contract performance;
- (ii) commencement of processing of the property or its use in Contract performance; or
- (iii) reimbursement of the cost of the property by the U.S. Government,

whichever occurs first.

4. Title to equipment (and other tangible personal property) purchased with funds available for research and having an acquisition cost of less than \$5,000 shall vest in the Contractor upon acquisition or as soon thereafter as feasible; provided that the Contractor obtained the Contracting Officer's approval before each acquisition. Title to equipment purchased with funds available for research and having an acquisition cost of \$5,000 or more shall vest as set forth in the Contract. If

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title to equipment vests in the Contractor under this subparagraph (c)(4), the Contractor agrees that no charge will be made to CCC or the U.S. Government for any depreciation, amortization, or use under any existing or future Contract or subcontract thereunder. The Contractor shall furnish the Contracting Officer a list of all equipment to which title is vested in the Contractor under this subparagraph (c)(4) within ten (10) days following the end of the calendar quarter during which it was received.

5. Vesting title under this paragraph (c) is subject to civil rights legislation, 42 U.S.C. 2000d. Before title is vested and by signing this contract, the Contractor accepts and agrees that:

"No person in the United States shall, on the ground of race, colour, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contemplated financial assistance (title to equipment)."

Remarks: Use the following clause in contracts when surplus United States government property is to be disposed of in Canada. Surplus property to be returned to the U.S. will be handled in accordance with instructions provided by the Defense Contract Management Area Operations, Ottawa.

Z0809C (12/05/00) Disposal of Surplus Government Property

1. United States (U.S.) government property in excess of the Contractor's requirement under this Contract, which is not being returned to the U.S., may be disposed of in Canada by the Canadian Commercial Corporation (CCC) by sale to the Government of Canada, or sold or disposed of through the Crown Assets Distribution Centre (CADC) of the Department of Public Works and Government Services or, in special cases directed to a buyer.
2. Disposal of surplus goods or equipment will be accomplished in the following manner:
 - (a) Upon completion of this Contract, or at such earlier date as may be fixed by CCC, the Contractor shall prepare and submit to the Contracting Officer ten (10) copies of an inventory schedule of all surplus U.S. government property at its plant, classified as new serviceable, used serviceable or repairable, used unserviceable or scrap, and the estimated cost of acquisition.
 - (b) Copies of the inventory schedule will be submitted to CCC for screening by the U.S. government and subsequent disposal instructions. Items to be returned to the U.S. will be packaged and packed for shipment in accordance with instructions issued by CCC.
 - (c) After the property has been accepted for sale by Surplus Crown Assets and subject to the provisions of subsection (b) above, the reports of excess shall not be modified, cancelled subsection or withdrawn except by mutual consent of Surplus Crown Assets or CCC.

DISPOSAL OF SCRAP:

1. Surplus property certified as scrap by the inspector will be disposed of in accordance with the following procedure:
 - (a) Six (6) copies of the certified list will be forwarded to the Contracting Authority of CCC for screening by Canada Customs and Revenue Agency (CCRA), who may conduct a physical check in order that a customs appraisal can be made and entry accepted from the purchaser in accordance with the appropriate tariff item. (Steel scrap is free of duty but

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subject to sales tax and when sold to a licensed manufacturer or wholesaler the entry may be accepted free of tax by the purchaser quoting thereon his license number).

- (b) After appraisal by CCRA, a copy of the list will be forwarded to the Contractor by the Contracting Authority and the Contractor shall obtain at least three (3) bids (if applicable). The highest bid will be accepted.
- (c) The Contractor will issue a cheque for the proceeds of the sale, made payable to CCC and forward it to the Comptroller, CCC. The transmittal letter should include adequate information to assist CCC in identifying the disposal.

Z0809C (03/02/97) Disposal of Surplus Government Property

Effective 12/05/00, this clause is superseded by Z0809C.

Remarks: Use the following clause in contracts which are negotiated fixed-price type supply contracts for standard or commercial items, under which the U.S. Government is to furnish to the contractor U.S. Government property having an acquisition cost of \$50,000 or less.

Z0810C (01/04/92) U.S. Government-furnished Property

The U.S. Government will deliver to the Contractor, for use in connection with this Contract, the property described elsewhere in this Contract or the specifications (hereinafter described as "U.S. Government-furnished Property") at the times and locations stated in this Contract. If the U.S. Government-furnished property, suitable for its intended use, is not so delivered, CCC shall, upon timely written request made by the Contractor, and if the facts warrant such action, equitably adjust any affected provision of this Contract.

Title to U.S. Government-furnished property shall remain in the U.S. Government. The Contractor shall maintain adequate property control records of U.S. Government-furnished property in accordance with sound industrial practice.

Unless otherwise provided in this Contract, the Contractor assumes the risk of, and shall be responsible for, any loss of or damage to U.S. Government-furnished property provided under this Contract upon its delivery to the Contractor, except for reasonable wear and tear, and except to the extent that such property is consumed in the performance of this Contract.

The Contractor shall, upon completion of this Contract, prepare for shipment, deliver FOB origin, or dispose of all U.S. Government-furnished property not consumed in the performance of this Contract or not theretofore delivered to the U.S. Government, as may be directed or authorized by CCC. The net proceeds of any such disposal shall be credited to the Contract Price or paid in such manner as CCC may direct.

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Remarks: Use the following clause in contracts when United States Government property is being provided.

Z0811C (16/02/98) Responsibility for U.S. Gov't Property

1. In addition to specific responsibilities delineated in appendices "B", "C", and "H" of the United States (U.S.) Federal Acquisition Regulations, as applicable, the Contractor shall be responsible for and accountable for all U.S. Government property, title to which vests in the U.S. Government, delivered to or acquired by the Contractor under the terms of this Contract, including property in the possession of a subcontractor.
 2. Approval of the Contractor's property control system shall be made by the Production Assets Management Services, Aerospace, Marine and Electronics Systems Sector, Department of Public Works and Government Services, Ottawa, Ontario, to whom all questions concerning requisitioning, customs clearance, maintenance, etc., are to be referred.
-

Z0811C (01/04/92) Responsibility for U.S. Gov't Property

Effective 16/02/98, this clause is superseded by Z0811C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following instructions when applicable in all CCC fixed price contracts for stores.

Z1000C (10/12/01) Invoicing and Documentation Instructions

PROGRESS PAYMENTS

Claims are to be submitted on the Claim for Progress Payment form, PWGSC-TPSGC 1111.

1. Distribution:

- (a) One (1) original and three (3) copies, duly executed, are to be forwarded (preferably by courier) to the following Contracting Authority (*Insert Name and Address*) _____.
- (b) One (1) copy, for information purposes, is to be forwarded to:

By mail:

Canadian Commercial Corporation - Operations
1100 - 50 O'Connor Street
Ottawa, Ontario K1A 0S6

Telephone: (613) 996-0034

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Or preferably by fax: (613) 995-2121

2. Terms of Payment:

- (a) Thirty (30) days following the date on which a valid claim for progress payment and substantiating documentation are received and approved by Public Works and Government Services Canada/Canadian Commercial Corporation (PWGSC/CCC) Contracting Authority according to the terms of the Contract.
- (b) If the Corporation has any objection to the contents of the claim for progress payment or the substantiating documentation, within five (5) working days of its receipt, the PWGSC/CCC Contracting Authority shall notify the Contractor of the nature of the objection.

DELIVERIES: COMMODITY

Prior to shipment, the Contractor shall complete U.S. DD Form 250, Material Inspection and Receiving Report.

1. Distribution:

- (a) Upon shipment, the Contractor shall distribute it as follows:

- four (4) copies to accompany shipment;
- two (2) copies via mail to Consignee;
- one (1) copy to:

Defence Contract Management Americas (Canada)
200 - 275 Bank Street
Ottawa, Ontario K2P 2L6

- one (1) copy to the following Contracting Authority (*Insert Name and Address*)
_____.
- one (1) copy to be used as a commercial invoice by CCC.

Mail to:

Canadian Commercial Corporation - Operations
1100 -50 O'Connor Street
Ottawa, Ontario K1A 0S6

Telephone: (613) 996-0034

Or preferably by fax: (613) 995-2121

- (b) As long as it is fully completed (including Block 6 with the Contractor's invoice number and issue date), the DD Form 250 can be considered as the formal Commercial Invoice. However, a copy of the Contractor's actual Commercial Invoice is recommended when the billing includes special terms such as discounts, freight or liquidation of progress payments when not reflected on the DD Form 250.

2. Accompanying Documents:

As per the terms of the Contract, such an invoice must be accompanied by documents as applicable below:

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Based on Shipping Terms:

FOB ORIGIN

- (a) If shipment is made by U.S. Government bill of lading, no other shipping documents are required.
 - N.B.** Specific authority must be granted by the U.S. Defence Contract Management Americas (DCMA) (Canada)/Procurement Agency to ship by commercial carriers, prepay and add the freight charges as a separate item on the invoice.
- (b) In all cases, invoices reflecting freight prepaid to destination must be supported by an evidence of shipment (copy of the commercial bill of lading) and should the charges be prepaid and then added to the invoice in the same currency of the contract and exceed \$100 US, a receipted waybill must also be furnished to substantiate the charge.
- (c) Furthermore, if not specifically authorized in the contract, a call to DCMA (Canada) Transportation Division prior to commercial shipping is mandatory (613-992-9020). This step will allow DCMA (Canada) to advise the Contractor of the commercial carrier to use to ensure proper government rates for the shipment involved. This is done through their preparation of a U.S. DSA Form 359, Instructions to Contractors for Conus-Export Shipments. They will issue this form for the Contractor's use. A copy of this form must accompany the usual invoicing documents required.

FOB DESTINATION

All invoices must be supported by an evidence of shipment (commercial bill of lading.)

Based on Inspection and Acceptance Points:

INSPECTION AND ACCEPTANCE AT ORIGIN (Source)

Ensure that Block 21A of DD Form 250 is completed before submitting it as your commercial invoice.

ACCEPTANCE AT DESTINATION

In the event that acceptance of the supplies is to be accomplished at destination, the invoices will not be paid pending receipt by CCC of evidence of such acceptance, through the receipt of a DD Form 250 signed at Destination Point (Block 21b.) or through the receipt of payment from the customer.

- (a) Acceptance at destination - INSPECTION AT ORIGIN (Source)
 - (1) Ensure that Block 21a. of DD Form 250 is authorized for inspection only.
 - (2) Ensure that 1 of the 4 copies of the DD Form 250 that accompany the shipment is annotated "PAYMENT COPY" - forward copy to Block 12 address once signed to support payment in Block 23. (*Refer to Defense Federal Acquisition Regulation Supplement, Appendix F-301 (12) : Block 12: "PAYMENT WILL BE MADE BY" / CODE. Enter the code and address of the payment office stated in the Contract.*)
 - (3) Request proof of delivery from the carrier and immediately upon receipt forward same to CCC, Operations, referencing U.S. Contract Number and applicable shipment number as reflected in Block 2 of DD Form 250.

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(b) Acceptance at destination - INSPECTION AT DESTINATION

- (1) Ensure that DD Form 250 accompanies the shipment.
- (2) Ensure that the copies of DD Form 250 that accompany your shipment and are mailed to the consignee are submitted under covering letter clearly stating that acceptance of these goods has yet to be accomplished and that prompt acceptance (by completing Block 21b. on the DD Form 250 and returning to the Contractor's company) is requested.
- (3) Request proof of delivery (acknowledgement on the shipping documents by receiving person) from the carrier and immediately upon receipt forward same to CCC, Operations, referencing U.S. Contract Number and applicable shipment number as reflected in Block 2 of form DD Form 250.
- (4) The Contractor will submit all required documents (although the DD Form 250 "ACCEPTANCE" block may remain unsigned) to the above-mentioned address of the Canadian Commercial Corporation. If unsigned, it will be considered by CCC as an advance billing for control purposes.

Note: Questions regarding the preparation and distribution of the DD Form 250 may be addressed to the Quality Assurance Representative assigned to the Contractor's plant.

3. Terms of Payment:

(a) Acceptance at Origin (Source) Type Contracts:

- (1) Thirty (30) days following the date on which an invoice and substantiating documentation are received by CCC according to the terms of the Contract.
- (2) If CCC has any objection as to the content of the paperwork submitted, within fifteen (15) days of its receipt, CCC shall notify the Contractor of the nature of the objection.

(b) Acceptance at Destination Type Contracts:

- (1) Thirty (30) days from date of receipt of a DD Form 250 signed at the Acceptance Point but with no advance billing.
- (2) Within fifteen (15) calendar days from date of receipt of evidence of acceptance (executed DD Form 250, TWX letter, etc., from consignee) with advance billing.
- (3) Within five (5) working days from date of receipt of payment from customer agency.

If evidence of acceptance required by (b)(2) is not provided within sixty (60) days from date of shipment, CCC shall make every effort to obtain acceptance from the receiving/buying activity with the Contractor's assistance.

The discount terms, if quoted in the Contract, will be calculated from the date of receipt of evidence of acceptance or payment as cited above.

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Z1000C (03/02/97) Invoicing and Documentation Instructions

Effective 10/12/01, this clause is superseded by Z1000C.

Z1200C (15/09/97) Zero-rated Supply to CCC

The supply to Canadian Commercial Corporation (CCC) by the Contractor under this Contract would constitute a "Zero-rated Supply" as this expression is defined for purposes of the Goods and Services Tax or the Harmonized Sales Tax, as appropriate. Accordingly, the rate of tax in respect thereto would be zero percent (0 percent) of the value of the consideration for the supply to CCC hereunder.

Z1200C (01/04/92) Zero-rated Supply to CCC

Effective 15/09/97, this clause is superseded by Z1200C.

Z1201C (15/09/97) Exempt Supply to CCC

The supply to Canadian Commercial Corporation by the Contractor under this Contract would constitute an "Exempt Supply" as this expression is defined for purposes of the Goods and Services Tax (GST) or the Harmonized Sales Tax (HST), as appropriate and accordingly would not constitute a "Taxable Supply" as this expression is defined for purposes of the GST or HST.

Z1201C (01/04/92) Exempt Supply to CCC

Effective 15/09/97, this clause is superseded by Z1201C.

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Z1202C (15/09/97) Taxable Supply to CCC

The supply to Canadian Commercial Corporation (CCC) by the Contractor under this Contract would constitute a "Taxable Supply" as this expression is defined for purposes of the Goods and Services Tax (GST) or the Harmonized Sales Tax (HST), as appropriate. Accordingly, the rate of tax in respect thereto would be at the rate imposed for such supply based on the value of the consideration for the supply to CCC hereunder. The Contractor is required to reflect its GST/HST Registration Number and the appropriate GST or HST amount as a separate line item on each invoice to CCC hereunder.

Z1202C (01/04/92) Taxable Supply to CCC

Effective 15/09/97, this clause is superseded by Z1202C.

Remarks: Use the following clause in contracts when the U.S. contract is on a fixed price basis.

Z1400C (01/04/92) Changes - Fixed Price

CCC may at any time, by a written order, and without notice to the sureties, make changes, within the general scope of this Contract, in any one or more of the following:

- (i) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the U.S. Government in accordance therewith;
- (ii) method of shipment or packing; and
- (iii) place of delivery.

If any such change causes an increase or decrease in the costs of, or the time required for, the performance of any part of the Work under this Contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within twenty (20) days from the date of receipt by the Contractor of the notification of change, provided, however, that CCC, if it decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Contract. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, CCC shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Contract entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

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Remarks: Use the following clause in contracts when the U.S. contract is cost reimbursement.

Z1401C (01/04/92) Changes - Cost Reimbursement

The Canadian Commercial Corporation may at any time, by a written order, make changes, within the general scope of this Contract, in any one or more of the following:

- (i) drawings, designs or specifications, where the supplies to be furnished are to be specially manufactured for the U.S. Government in accordance therewith;
- (ii) method of shipment or packing;
- (iii) place of delivery; and
- (iv) the amount of U.S. Government-furnished property.

If any such change causes an increase or decrease in the estimated cost of, or the time required for the performance of any part of the Work under this Contract, whether changed or not changed by any such order, or otherwise affects any provision of this Contract, an equitable adjustment shall be made

- (i) in the estimated cost or delivery schedule, or both, and
- (ii) in such other provisions of the Contract as may be so affected, and the Contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within twenty (20) days from the date of the receipt by it of the notification of change, provided, however, that CCC, if it decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Contract entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

Remarks: Use the following clause in contracts when the U.S. contract contains a "Disputes" clause.

Z1600C (03/02/97) Disputes

1. The Disputes clause incorporated by reference in the U.S Contract _____ (**insert the contract number and date and delete this instruction**) are hereby incorporated by reference into and form part of this Contract, between the Canadian Commercial Corporation (CCC) and the United States (U.S.) government covering the supplies set out in this Contract.
2. For the purposes of the Disputes clause herein incorporated, the word "Contractor" wherever it appears in the said Disputes clause, refers to CCC and reference to the word "Contracting Officer" in this Disputes clause shall be deemed to mean the U.S. Contracting Officer. CCC will keep the Canadian Contractor informed of any and all such disputes and, in the event of a decision being made by the Contracting Officer or the Secretary (as defined in the said CCC-U.S. Contract) which is

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binding on CCC in accordance with the said Disputes clause, the Canadian Contractor shall, if and to the extent required in writing by CCC, abide by such decision.

3. If the Canadian Contractor wishes to dispute a decision made by the Contracting Officer, the Canadian Contractor shall notify and submit a claim to the CCC Contracting Authority in sufficient time to permit CCC to process a claim on the U.S. government within the time limit stipulated in the Disputes clause.
4. Any claim submitted by the Canadian Contractor to CCC under this Disputes clause, must carry the certification detailed in paragraph (d) of the Disputes clause.
5. Any interest paid to CCC by the U.S. government as a result of such claim, pursuant to paragraph (h) of the Disputes clause, will be for the Contractor's account.
6. CCC shall not be liable to the Canadian Contractor except to the extent that it is established that the U.S. government is liable to CCC under the Disputes clause.

Z1600C (01/04/92) Disputes

Effective 03/02/97, this clause is superseded by Z1600C.

Remarks: Use the following clause in all contracts when the contract from U.S. is cost type.

Z1601C (01/04/92) Notice of Labour Disputes

Whenever the Contractor or any subcontractor hereunder has knowledge that any actual or potential labour dispute is delaying or threatens to delay the timely performance of this Contract, the Contractor or the subcontractor through the Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to CCC.

Remarks: Use the following clause in fixed price production contracts.

Z1800C (01/04/92) Default

(a) CCC may, subject to the provisions of paragraph c) below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:

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(i) if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or

(ii) if the Contractor fails to perform any of the other provisions of this Contract or so fails to make progress as to endanger performance of this Contract in accordance with its terms and, in either of these two circumstances, does not cure such failure within a period of ten (10) days (or such longer period as CCC may authorize in writing) after receipt of notice from CCC specifying such failure.

(b) In the event CCC terminates this Contract in whole or in part as provided in paragraph (a) of this clause, it may procure, upon such terms and in such manner as it may deem appropriate, supplies or services similar to those so terminated and the Contractor shall be liable to CCC for any excess costs for such similar supplies or services, provided that the Contractor shall continue the performance of the Contract to the extent not terminated under the provisions of this clause.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the Contractor's control and without the Contractor's fault or negligence. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the U.S. Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the Contractor's control and without the Contractor's fault or negligence. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and its subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(d) If this Contract is terminated as provided in paragraph (a) of this clause, CCC, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the U.S. Government, in the manner and to the extent directed by CCC:

(i) any completed supplies; and

(ii) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and Contract rights (hereinafter called "manufacturing materials") as the Contractor has specifically produced or specifically acquired for the performance of such part of this Contract as has been terminated; and the Contractor shall, upon direction of CCC, protect and preserve property in its possession in which CCC has an interest. Payment for completed supplies delivered to and accepted by the U.S. Government shall be at the Contract Price. Payment for manufacturing materials delivered to and accepted by the U.S. Government and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and CCC; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the clause of this Contract entitled "Disputes". CCC may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as CCC determines to be necessary to protect CCC against loss because of outstanding liens or claims of former lien holders.

(e) If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the Contract contains a clause providing for termination for convenience of CCC, be the same as if the notice of termination had been issued pursuant to such clause. If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and if this Contract does not contain a clause providing for termination for convenience of the Government, the Contract shall be equitably adjusted to compensate for such termination

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and the Contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Contract entitled "Disputes".

(f) The rights and remedies of CCC provided in this clause shall not be exclusive and are in addition to any other rights and remedies under this Contract provided by law.

Remarks: Use the following clause in contracts when the U.S. contract is on a cost reimbursement basis.

Z1801C (01/04/92) Excusable Delays

The Contractor shall not be in default by reason of any failure in performance of this Contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the Work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to: acts of God or of the public enemy; acts of the government; fires, floods; epidemics; quarantine restrictions; strikes; freight embargoes; unusually severe weather; and failure of subcontractors to perform or make progress due to such causes, unless CCC shall have determined that the supplies or services to be furnished under the subcontract were obtainable from other sources and shall have ordered the Contractor in writing to procure such services or supplies from such other sources, and the Contractor shall have failed reasonably to comply with such order. Upon the Contractor's request, CCC shall ascertain the facts and extent of such failure and, if it shall determine that such failure was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly, subject to the rights of CCC under the clause hereof entitled "Termination".

Any dispute that may arise under the provisions of this clause shall be determined as provided in the clause hereof entitled "Disputes".

Remarks: Use the following clause in contracts when the U.S. contract is on a cost reimbursement basis.

Z1802C (01/04/92) Delay in Delivery of Data

(a) It is understood that the efficient use by the U.S. Government of the supplies called for hereunder requires that the data called for hereunder be delivered not later than the time or respective times herein specified. If such data is not delivered at said time or times, Canadian Commercial Corporation may at its election, so long as such data remains undelivered, unless the delay in delivery thereof arises out of causes beyond the Contractor's control and without the Contractor's fault or negligence within the meaning of the clause hereof entitled "Excusable Delays", withhold payment to the Contractor for any of the amounts then due, refuse approval of the Contractor's vouchers and refuse to accept further deliveries hereunder from the Contractor or take any other action authorized by law or regulation now or hereafter in effect including termination of all or part of the Contract for default, and may take any and all actions separately or in combination.

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(b) The provisions of this clause shall only be applicable to technical data, such as handbooks, service manuals, or other information necessary for the proper maintenance or servicing of the end items called for herein.

Remarks: Use the following clause in contracts when called for in the U.S. contract.

Z2000C (01/04/92) Patent Indemnity (Predetermined)

The Contractor shall indemnify CCC and the U.S. Government and their officers, agents, and employees against liability including costs, for infringement of any United States letters patent (except letters patent issued upon an application which is now or may hereafter be kept secret or otherwise withheld from issue by order of the U.S. Government) or Canadian patent arising out of the manufacture or delivery of supplies under this Contract, or out of the use or disposal by or for the account of the U.S. Government of such supplies. The foregoing indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by CCC or the U.S. Government of the suit or action alleging such infringement, and shall have been given such opportunity as is afforded by applicable laws, rules or regulations to participate in the defence thereof; and further, such indemnity shall not apply if:

- (i) the infringement results from compliance with specific written instructions of CCC directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the Contract not normally used by the Contractor;
 - (ii) the infringement results from the addition to, or change in, the supplies furnished or construction work performed, which addition or change was made subsequent to delivery or performance by the Contractor; or
 - (iii) the claimed infringement is settled without the Contractor's consent, unless required by final decree of a court of competent jurisdiction.
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Remarks: Use the following clause in contracts when called for in the U.S. contract (if the amount of the contract exceeds \$10,000).

Z2001C (01/04/92) Patent and Copyright Infringement

(a) The Contractor shall report to CCC promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Contract of which the Contractor has knowledge;

(b) In the event of any claim or suit against CCC and/or the U.S. Government, on account of any alleged patent or copyright infringement arising out of the performance of this Contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to CCC, upon request, all evidence and information in the Contractor's possession pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of CCC except where the Contractor has agreed to indemnify CCC and/or the U.S. Government.

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Remarks: Use the following clause in contracts when called for in the U.S. contract.

Z2002C (01/04/92) Authorization and Consent

The U.S. Government hereby gives its authorization and consent (without prejudice to its rights of indemnification) for all use and manufacture, in the performance of this Contract or any part hereof or any amendment hereto or any subcontract hereunder (including any lower-tier subcontract), of any patented invention described in and covered by a patent of the United States

- (i) embodied in the structure or composition of any article the delivery of such is accepted by the U.S. Government under this Contract; or
- (ii) utilized in the machinery, tools, or methods, the use of which necessarily results from compliance by the Contractor or the using subcontractor with (i) specifications or written provisions now or hereafter forming a part of this Contract, or (ii) specific written instructions given by the U.S. Contracting Officer directing the manner of performance. The Contractor's entire liability to the U.S. Government for patent infringement shall be determined solely by the provisions of the indemnity clauses, if any, included in the Contract and the U.S. Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

Remarks: Use the following clause in contracts when called for in the U.S. contract.

Z2003C (01/04/92) Reporting of Royalties

The Contractor shall report in writing to CCC during the performance of this Contract the amount of royalties paid or to be paid by the Contractor directly to others in the performance of this Contract. The Contractor shall also furnish in writing any additional information relating to such royalties as may be requested by CCC.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in contracts when the U.S. contract provides for duty-free entry. U.S. Government prime contract number must be inserted in subparagraphs a) and b).

Z2200C (01/04/92) Duty-free Entry

The goods covered by this Contract are entitled to duty-free entry into the United States. To facilitate execution of duty-free entry certificates by the U.S. Government, the following notation is to appear on all shipping documents, e.g., packing lists, DD 250's or Pro-Forma invoices:

- (a) U.S. Military addresses:

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U.S. Government Prime Contract Number: _____

"United States Government, Department of Defence - Duty-free entry to be claimed pursuant to Section XXII, Chapter 98, Subchapter VIII, Item No. 9808.00.30, Harmonized Tariff Schedule of the United States. Upon arrival of shipment at the appropriate port of entry, District Director of Customs is requested to release shipment under 19 CFR 142 and notify Commander, Defense Logistics Agency, DCMAO New York, ATTN: DCMDN-GNNC, Customs Branch, Room 955, 201 Varick St., New York, N.Y. 10014-4811, for execution of Customs forms 7501, 7501A, or 7506 and any required duty-free entry certificates."

(b) Other (Non-U.S. Military addresses):

U.S. Government Prime Contract Number: _____

United States Government, Department of Defense - Duty-free entry to be claimed pursuant to Section XXII, Chapter 98, Subchapter VII, Item No. 9808.00.30, Harmonized Tariff Schedule of the United States. Upon arrival of shipment at the appropriate port of entry, District Director of Customs is requested to release shipment under 19 CFR 142 and notify Commander, Defense Logistics Agency, DCMAO New York, ATTN: DCMDN-GNNC, Customs Branch, Room 955, 201 Varick St., New York, N.Y. 10014-4811, for execution of Customs forms 7501, 7501A, and 7506 and any required duty-free entry certificates."

(c) All shipping documents submitted to Customs for which duty-free entry certificates are to be issued shall:

1. consign the shipments to the appropriate

(i) military department in care of the particular Contractor, including the Contractor's delivery address, or

(ii) the appropriate military installation;

2. bear the following information:

(i) prime Contract number plus delivery order, if applicable;

(ii) number of the subcontract/purchase order for foreign supplies, if applicable;

(iii) identification of carrier;

(iv) the notation: (identified above);

(v) gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight);

(vi) estimated value in U.S. dollars; and

(vii) Activity Address Number of the Contract Administration Office (CAO) actually administering the prime Contract, e.g., for DCMAO Ottawa, DLA8NC.

The Contractor shall prepare a sufficient number of copies of the Bill of Lading (or other shipping document) so that at least two (2) of the copies accompanying the shipment will be available for use by the Collector of U.S. Customs at the port of entry. The Contractor shall also forward, at the time of shipment, a memorandum copy of the Bill of Lading (or other shipping document) to the U.S. Government representative designated in (a) and (b) above.

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Remarks: Use the following clause in all contracts when stores are being exported.

Z2201C (01/04/92) Customs Clearance

Form B13 (Customs Export Entry Form) must accompany shipments under the following circumstances for all goods:

- (a) exported in transit from Canada through the United States (FMS contracts):
- (b) exported to a country other than the United States; or
- (c) that fall within the following Canadian tariff classification:
 - (i) Airplanes (8802.30.00; 8802.40.00)
 - (ii) Satellites & Telecommunication equipment (8802.50.10; 8802.50.90)
 - (iii) Simulators (8805.20.00)
 - (iv) Ships & Boats (8901.10.00; 8901.20.00; 8901.30.00; 8901.90.10; 8901.90.90; 8902.00.10; 8902.00.20)
 - (v) Uranium (2612.10.00; 2844.10.00)
 - (vi) Gold (2616.90.00; 7108.11.00; 7108.12.00; 7108.13.10; 7108.13.20; 7108.20.00; 7109.00.00; 7112.10.00; 7115.90.90; 7118.90.00).

In completing form B13:

- (a) Canadian Commercial Corporation, Ottawa, Canada, must be shown as the exporter;
- (b) CCC exporter No. MAQ616025 is to appear in "Block No." just above CCC's name;
- (c) Forms are to be signed by the Contractor as authorized agent of Canadian Commercial Corporation and show the name of the Contractor in full.

N.B. ALL OTHER SHIPMENTS OF GOODS, NOT INCLUDED IN THE ABOVE DO NOT REQUIRE COMPLETION OF FORM B13.

Remarks: Use the following clause in contracts when contractors or their vendors are importing articles or material from the U.S. for the use in defence production or development sharing contracts.

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Z2202C (12/05/00) Remission of Customs Duties & Taxes

1. Goods purchased in or imported into Canada for use solely and exclusively in the performance of this Contract, which will not be altered so as to lose their identity and are or will become the property of the United States Government, will, provided the Contractor receives specific authorization from Commercial Canadian Corporation, be entitled to:
 - (a) remission of customs duties, and exemption from payment of sales and excise taxes, ordinarily payable on importation of the goods into Canada; and
 - (b) exemption from payment of the sales and excise taxes ordinarily payable on purchase of the goods in Canada.
 2. The details and procedures are set out in the Canada Customs and Revenue Agency Memorandum D8-9-1, Defence Production and Development Sharing, as authorized by Order-in-Council PC 1970-1913, which is available from local Customs and Excise offices.
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Z2202C (01/04/92) Remission of Customs Duties & Taxes

Effective 12/05/00, this clause is superseded by Z2202C.

Remarks: Use the following clause in contracts when the end item being produced will remain in Canada as property of the U.S. Government.

Z2203C (12/05/00) Remission of Customs Duties & Taxes

1. Goods purchased in or imported into Canada for use solely and exclusively in the performance of this Contract, which will not be altered so as to lose their identity and are or will become the property of the United States Government, will, provided the Contractor receives specific authorization from the Commercial Canadian Corporation, be entitled to:
 - (a) remission of customs duties, and exemption from payment of sales and excise taxes, ordinarily payable on importation of the goods into Canada; and
 - (b) exemption from payment of the sales and excise taxes ordinarily payable on purchase of the goods in Canada.
2. The details and procedures are set out in Canada Customs and Revenue Agency Memorandum D7-3-11, Joint Canada - United States Projects Drawback Regulations, which is available from local Customs and Excise offices.

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Z2203C **(01/04/92)** **Remission of Customs Duties & Taxes**

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in contracts if called for in the U.S. contract.

Z2400C **(01/04/92)** **Variation in Quantity**

No variation in the quantity of the item called for herein will be accepted, unless such variation has been caused by conditions of loading, shipping or packing or allowances in manufacturing processes and then only to the extent of (insert percentage as specified in U.S. Contract) ____ .

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in contracts if called for in the U.S. contract.

Z2401C **(01/04/92)** **Variation in Quantity**

The quantity stated herein is MINIMUM and must be delivered. An overshipment not in excess of (insert amount as specified in U.S. Contract) ____ will be accepted and payment will be adjusted accordingly.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in contracts when the U.S. contract contains the "increase option" clause.

Z2402C **(01/04/92)** **Option to Increase Quantity**

CCC reserves the right to increase the Contract quantity by an amount not to exceed ____ percent. Exercise of this option shall be by written notice from CCC within ____ days from ____, the date of award of this Contract. Unless otherwise agreed between CCC and the Contractor, it is understood that the quantities which may be added by exercise of this option will be supplied after delivery of the initial Contract quantity, at the same price and same delivery rate.

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Remarks: Use the following clause in fixed price contracts when advance or progress payments are provided.

Z2600C (01/04/92) Risk of Loss

Notwithstanding any other provision contained in this Contract, the risk of loss, theft or destruction of or damage to all materials, work in process and finished goods prior to delivery and acceptance thereof, shall be with the Contractor whether or not title shall be vested in Canadian Commercial Corporation by virtue of any payments having been made by CCC to the Contractor; and in the event of loss, theft or destruction thereof or damage thereto, the Contractor hereby agrees to repay to CCC the amount of any unliquidated progress or other payments received by the Contractor in respect thereof. The Contractor also agrees to insure and keep insured the same against fire and supplemental perils in the joint names of the Contractor and Canadian Commercial Corporation, with loss payable as their respective interests may appear, and to confirm in writing to the Canadian Commercial Corporation Contracting Officer that such insurance is in effect.

Remarks: Use the following clause in fixed price contracts when called for in the U.S. contract. To be used in conjunction with clause Z1600C.

Z2601C (01/04/92) U.S. Government Delay of Work

(a) If the performance of all or any part of the Work is delayed or interrupted by an act of the Contracting Officer in the administration of this Contract, which act is not expressly or impliedly authorized by this Contract, or by the Contracting Officer's failure to act within the time specified in this Contract (or within a reasonable time if no time is specified), an adjustment (excluding profit) shall be made for any increase in the cost of performance of this Contract caused by such delay or interruption and the Contract modified in writing accordingly. Adjustment shall be made also in the delivery or performance dates and any other contractual provision affected by such delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption

(i) to the extent that performance would have been delayed or interrupted by any other clause, including the fault or negligence of the Contractor; or

(ii) for which an adjustment is provided or excluded under any other provision of this Contract.

(b) No claim under this clause shall be allowed

(i) for any costs incurred more than twenty (20) days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and

(ii) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such delay or interruption, but not later than the date of final payment under the Contract.

(c) For the purpose of this clause the term "Contracting Officer" shall be deemed to mean the U.S. Contracting Officer responsible for administration of the Contract between the U.S. Government and Canadian Commercial Corporation.

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Remarks: Use the following clause in conjunction with clause Z1800C in all contracts which provide for progress payments.

Z2602C (21/06/99) Liens Under Section 427 of the Bank Act

1. If any lien under section 427 of the *Bank Act* exists in respect of any materials, parts, work-in-process or finished work for which the Contractor claims or intends to claim payment, the Contractor hereby agrees to inform Canadian Commercial Corporation (CCC) without delay, and the Contractor further agrees, unless otherwise instructed by CCC, either:
 - (a) to cause the bank to remove such lien forthwith and to furnish CCC with written confirmation thereof from the bank; or
 - (b) to furnish or cause to be furnished forthwith to CCC an undertaking from the bank to CCC that the bank will not make any claim under section 427 of the *Bank Act* upon materials, parts, work-in-process or finished work in respect of which payment is made to the Contractor under this Contract.
2. Failure by the Contractor to inform CCC of any such lien or failure by the Contractor to implement paragraphs (a) or (b) above shall constitute default under the clause entitled "Default by Contractor" in the General Conditions of the Contract, entitling CCC to terminate the Contract.

Z2602C (01/12/92) Liens Under Section 427 of the Bank Act

Effective 21/06/99, this clause is superseded by Z2602C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in contracts when progress payments are provided for on a fixed price contract.

Z2603C (15/09/97) Progress Payments

1. Progress payments will be made not more frequently than once a month upon the following terms and conditions:
 - (a) Progress Claims shall be completed in full, including a brief report of the progress of the Work to the date of the claim, and submitted to Canadian Commercial Corporation (CCC) on form PWGSC-TPSGC 1111, Claim for Progress Payment.
 - (b) All the certificates appearing on the said form are to be signed by or for the respective persons indicated thereon.

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(c) Payments will be made up to ____ percent of the claimed amounts approved by CCC, but in no event will cumulative payments exceed ____ percent of the Contract value.

(d) Each claim will show:

(1) expenditures during the claim period detailed in accordance with the basis and/or method of payment terms of the Contract;

NOTE: Pro-rated profit not allowed.

(2) sales taxes (where applicable);

(3) Goods and Services Tax or Harmonized Sales Tax (where applicable);

(4) holdback at ____ percent.*

***NOTE:** Percentage factor to be shown on form CCC 747A.

Conditions Precedent to Payment

1. No payment shall be made to the Contractor, unless and until:

(a) invoices, inspection notes and other documents prescribed by CCC are submitted in accordance with the terms of the Contract or instructions of CCC;

(b) with respect to all materials, parts, work in process or finished work, the cost of which has been paid by the Contractor and in respect of which payment is being made by CCC, the Contractor, if required to do so, establishes to the satisfaction of CCC that the materials, parts, work in process or finished work are free from all claims, liens, attachments, charges or encumbrances;

(c) with respect to all materials, parts, work in process or finished work, the costs of which have accrued in the accounts of the Contractor as a liability to be discharged in the normal course of business and in respect of which materials, parts, work in process or finished work payment is being made by CCC, the Contractor, if required to do so, establishes to the satisfaction of CCC that the payment to be made by CCC shall be used only for the purpose of discharging such liability and that upon such discharge the materials, parts, work in process or finished work shall be free from all claims, liens, charges or encumbrances; and

(d) in the case of payment in respect of finished work, such finished work has been inspected and accepted in accordance with the terms of this Contract.

Method of Payment

1. Payment by CCC to the Contractor for the Work shall be made:

(a) in the case of a progress payment other than the final payment, within thirty (30) days following the date of receipt of a duly completed progress claim, form PWGSC-TPSGC 1111;

(b) in the case of a final payment, within thirty (30) days following the date of receipt of a duly completed final progress claim, form PWGSC-TPSGC 1111, or within thirty (30) days following the date on which the Work is accepted, whichever date is the later;

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- (c) in the case of a final payment against a 'fixed-price Contract', within thirty (30) days following the date of receipt of a final invoice together with supporting documentation.

If CCC has any objection to the form of an invoice, within fifteen (15) days of its receipt, CCC shall notify the Contractor of the nature of the objection and payment shall be delayed until thirty (30) days after the objection is resolved to the satisfaction of CCC.

Liquidation

Except as provided in the Termination for Convenience clause, all progress payments shall be liquidated by deducting from any payment under this Contract, other than advance or progress payments, the unliquidated progress payments, or ____ percent of the amount invoiced, whichever is less. The Contractor shall repay to CCC any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly.

Title

1. Title to the property described in this clause shall vest in CCC. Vestiture shall be immediately upon the date of this Contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allowable or properly chargeable to this Contract.
2. "Property" as used in this clause, includes all of the items listed in subsections (a) through (d) below by the Contractor that are or should be allowable or properly chargeable to this Contract under sound and generally accepted accounting principles and practices:
 - (a) parts, materials, inventories, and work in process;
 - (b) special tooling and special test equipment to which the U.S. government is to acquire title under any other clause of this Contract;
 - (c) nondurable (i.e. non-capital) tools, jigs, dies, fixtures, mods, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subsection (b) above; and
 - (d) drawings and technical data, to the extent that the Contractor or its subcontractors are required to deliver them to CCC by other clauses of this Contract.
3. The Contractor may sell any scrap resulting from production under this Contract without CCC's approval, but the proceeds shall be credited against the Contract Price.
4. To acquire for its own use or to dispose of property to which title is vested in CCC under this clause, the Contractor must obtain CCC's advance approval of the action and the terms. The Contractor shall
 - (a) exclude the allowable costs of the property from the costs of Contract performance; and
 - (b) repay to CCC any amount of unliquidated progress payments allowable to the property. Repayment may be by cash or credit memorandum.
5. When the Contractor completes all of the obligations under this Contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not:
 - (a) delivered to, and accepted by, CCC under this Contract; or

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- (b) incorporated in supplies delivered to, and accepted by, the U.S. government under this Contract and to which title is vested in the U.S. government under this Contract.

6. The terms of this Contract concerning liability for Government-furnished property ceases to apply to property to which the Contractor has acquired title solely under this clause.

Risk of Loss

Before delivery to and acceptance by CCC, the Contractor shall bear the risk of loss of or damage to property, the title to which vests in CCC under this Contract, except to the extent otherwise provided in the Contract. The Contractor shall repay CCC an amount equal to the unliquidated progress payments that are based on costs allowable to property that is damaged, lost, stolen, or destroyed.

Control of Costs and Property

The Contractor shall maintain an accounting system and controls adequate for the proper administration of property.

Reports and Access to Records

The Contractor shall promptly furnish to CCC reports, certificates, financial statements, and other pertinent information reasonably requested by CCC for the administration of this clause. CCC shall have the right at any reasonable time to examine the Contractor's records and accounts in regard to property.

Z2603C (01/04/92) Progress Payments

Effective 15/09/97, this clause is superseded by Z2603C.

Remarks: Use the following clause in contracts if called for in the U.S. contract.

Z2604C (01/04/92) Technical Data - Withholding of Payment

(a) If Technical Data II (as defined in the clause of this Contract entitled "DATA"), or any part thereof, specified to be delivered under this Contract, is not delivered within the time specified by this Contract or is deficient upon delivery (including having restrictive markings not specifically authorized by this Contract), CCC may, until such data is accepted by the U.S. Government, withhold payment to the Contractor of ten (10) percent of the total Contract Price or amount, unless a lesser withholding is specified in this Contract. Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the Contractor.

(b) After payments totalling ninety (90) percent of the total Contract Price or amount have been made to the Contractor and if all technical data specified to be delivered under this Contract has not been accepted, CCC

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may withhold from further payment such sum as it considers appropriate, not exceeding ten (10) percent of the total Contract Price or amount, unless a lesser withholding limit is specified in this Contract.

(c) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights of CCC under this Contract.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in contracts when called for in the U.S. contract.

Z2605C (01/04/92) Value Engineering Incentive

As provided for in U.S. Contract no. ____ which includes the following:

This clause applies to cost reduction proposals initiated and developed by the Contractor for changing the drawings, designs, specifications, or other requirements of this Contract. This clause does not, however, apply to any such proposal unless it is identified by the Contractor, at the time of its submission to the U.S. Contracting Officer, as a proposal submitted pursuant to this clause. The cost reduction proposals contemplated are those that:

- (a) would require, in order to be applied to this Contract, a change to this Contract; and
- (b) would result in savings to the U.S. Government by providing
 - 1. a decrease in the cost of performance of this Contract, without impairing any of the items' essential functions and characteristics such as service life, reliability, economy of operation, ease of maintenance, and necessary standardized features; or
 - 2. items, regardless of the acquisition cost, producing a net reduction in the cost of government-furnished property, operations, maintenances, or other areas which exceed any increased acquisition cost, without impairing any of the items' essential functions and characteristics.

Any Value Engineering Proposal must include the information outlined in sub clause 2) of the Value Engineering Incentive clause of the Contract between CCC and the U.S. Government and be submitted in accordance with instructions from the U.S. Contracting Officer.

In connection with the Value Engineering Incentive clause, the Contractor will receive a share percentage of all savings in the amount of ____ percent of the savings under this Contract plus ____ percent of the projected collateral savings and ____ percent of the savings payments for a period of two (2) years.

NOTE: See U.S. Contract for percentage factors.

Remarks: Use the following clause in contracts which provide for payment in U.S. funds.

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Z2800C (01/04/92) Prices

The prices to be paid for supplies or services delivered under this Contract are in U.S. funds and shall not be subject to adjustment for losses or gains resulting from fluctuation in exchange rates, the risk of which is for the Contractor's account.

Remarks: Use the following clause in contracts when called for in the U.S. contract.

Z2801C (01/04/92) Price Escalation

(a) The Contractor warrants that the unit prices stated herein, excluding any part of the prices which reflects requirements for preservation, packaging and packing beyond standard commercial practice, are not in excess of the Contractor's applicable established prices in effect on the date set for opening the bids (or the Contract date, if this is a negotiated Contract rather than one entered into by means of formal advertising) for like quantities of the supplies covered by this Contract.

(b) The Contractor shall promptly notify the Contracting Officer specified herein as to the amount and effective date of each decrease in any established price, and each applicable unit price under this Contract shall be decreased by the amount of the decrease in the applicable established price. Any such decrease in a unit price shall apply to those supplies delivered on and after the effective date of the corresponding decrease in the Contractor's established price, and this Contract shall be amended accordingly. The Contractor shall certify on each invoice submitted under the Contract that each unit price stated therein reflects all decreases, if any, which the Contractor has made in the established price applicable thereto since the date set for opening of bids (or the Contract date, if this is a negotiated Contract rather than one entered into by formal advertising), or shall certify on the final invoice that all such decreases have been applied to supplies delivered on and after the effective date of each such decrease in the Contractor's established prices.

(c) The Contractor may, from time to time after the date of this Contract and during the performance hereof, by written notice to the CCC Contracting Officer, request an upward adjustment in any of the Contract unit prices to be effective as of a date to be specified by the Contractor. Such request shall be acted upon in accordance with the following provisions of this clause.

(d) An upward adjustment in a Contract unit price may be made under this clause only in accordance with the following conditions:

1. Such an upward adjustment shall be made only if the Contractor's applicable established price has increased subsequent to the date set for opening of bids (or the Contract date, if this is a negotiated Contract rather than one entered into by means of formal advertising).
2. No unit price shall be increased by an amount greater than the amount of the increase in the Contractor's applicable established price.
3. The aggregate of the increases in any unit price made under this clause shall not exceed ten (10) percent of the original unit price under the Contract.
4. No adjusted unit price shall be effective earlier than the effective date of the increase in the applicable established price, but if the Contractor's request for adjustment is received by the Contracting Officer more than ten (10) days after the effective date of the increase in the Contractor's applicable rate, no adjusted unit price shall be effective earlier than the date of receipt by the Contracting Officer of such request.

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5. No upward adjustment in unit prices hereunder shall apply to supplies which were required by the Contract delivery schedule to be delivered prior to the effective date of the related increase in the applicable established price, unless the Contractor's failure to deliver supplies in accordance with the delivery schedule results from causes beyond the control and without the fault or negligence of the Contractor within the meaning of paragraph c) of the clause of this Contract entitled "Default", in which case the Contract shall be amended to make an equitable extension of the delivery schedule.

(e) In the event the requested upward adjustment in a unit price under the Contract is acceptable to the CCC Contracting Officer, the Contractor shall be so notified by the Contracting Officer, and the Contract shall be amended accordingly. In the event the requested upward adjustment is not acceptable to the Contracting Officer, or if the Contracting Officer does not reach an agreement with the Contractor with respect to a price increase, the Contracting Officer may, within thirty (30) days after receipt of the Contractor's request, cancel, without liability to either party, the Contractor's right to proceed with performance of that portion of the Contract which is undelivered at the time of such cancellation, except that the Contractor may make delivery of all or any of the supplies which a duly authorized officer of the Contractor shall certify were completed or in the process of manufacture at the time of receipt of notice of such cancellation. In such event, CCC shall pay for all supplies so delivered at the applicable unit price contained in the Contractor's request, and the Contract shall be amended accordingly provided that such certification is made within ten (10) days after receipt of notice of such cancellation, and provided further than such requested increase satisfies all of the conditions and does not exceed the limitations of paragraph (d). In the event this Contract is for standard steel supplies, they shall be deemed to be in the process of manufacture when the steel therefor is in any state of processing after the beginning of the furnace melt.

(f) During the period after the Contractor has requested an upward adjustment, and prior to an agreement between the parties with respect to the request, or cancellation of the Contract pursuant to paragraph (e), the Contractor shall be paid for deliveries of the item in respect of which the adjustment was requested at the applicable increased unit prices as requested, provided that such requested increases satisfy all the conditions and do not exceed the limitations of paragraph (d), and provided further that if the parties agree on an increase less than that requested, payments previously made at the requested amount shall be adjusted accordingly. If the CCC Contracting Officer neither reaches an agreement with the Contractor on the requested adjustment, nor cancels the Contract, then the Contractor shall be paid therefor at the applicable increased unit prices as requested, provided that such requested increases satisfy all the conditions and do not exceed the limitations of paragraph (d).

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in the final amendment to all cost reimbursement type contracts.

Z2802C (01/04/92) Release and Reimbursements

A. RELEASE - COST TYPE CONTRACT: Pursuant to the terms of this Contract and in consideration of the sum of \$_____, which has been or is to be paid to the Contractor or its assignees, if any, the Contractor, upon payment of the said sum by CCC, remises, releases, and discharges CCC, its officers, agents, and employees of and from all liabilities, obligations, claims and demands whatsoever under or arising from this Contract, except specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor, as follows:

1. claims, together with reasonable expenses incidental thereto, based upon the Contractor's liabilities to third parties arising out of the performance of this Contract, which are not known to the

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Contractor on the date of the execution of this release and of which the Contractor will give notice in writing to CCC within the period specified in this Contract;

2. claims for reimbursement of costs (other than the Contractor's expenses by reason of its indemnification of CCC against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of this Contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all of the provisions of this Contract, including without limitation those provisions relating to notification to CCC and relating to the defense or prosecution of litigation.

B. CONTRACTOR'S ASSIGNMENT OF REFUNDS, REBATES, CREDITS, AND OTHER AMOUNTS:

Pursuant to the terms of this Contract and in consideration of the reimbursement of costs, as provided herein and any assignment hereunder, the Contractor hereby:

a) assigns, transfers, sets over and releases to CCC all right, title and interest to all refunds, rebates, credits, and other amounts (including any interest thereon) arising out of the performance of this Contract, together with all the rights of action accrued or which may hereafter accrue hereunder;

b) agrees to take whatever action may be necessary to effect prompt collection of all such refunds, rebates, credits, and other amounts (including any interest thereon) due or which may become due, and to promptly forward to the CCC Contracting Officer cheques (made payable to Canadian Commercial Corporation) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the CCC Contracting Officer as stated in this Contract and may be applied to reduce any amounts otherwise payable to CCC under the terms hereof;

c) agrees to cooperate fully with CCC as to any claim or suit in connection with refunds, rebates, credits, or other amounts due (including any interest thereon); to execute any protest, pleading, application, power-of-attorney, or other papers in connection herewith; and to permit CCC to represent the Contractor at any hearing, trial or other proceeding, arising out of such claim or suit.

Remarks: Use the following clause in all contracts when the Canadian contractor has engaged or may engage representatives.

Z2803C (01/04/92) Representative's Remuneration

The Contractor agrees that if sales agents or representatives are to be employed or sales fees or commissions are to be paid as part of the Contract Price:

(i) the agreement made between the Contractor and the sales agents or representative shall be formally written and be in accordance with sound business practices;

(ii) any remuneration will be justifiable and reasonable in relation to the size and nature of the Contract; and

(iii) no action will be taken by the Contractor that would violate the laws of Canada or the laws of the United States of America.

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Remarks: Use the following clause in contracts when called for in the U.S. contract.

Z2804C (10/12/01) Price Adjustment

1. In conjunction with and pursuant to the provisions of clause J-74, the Contractor may, within 110 days after date of shipment of the supplies, inform the Canadian Commercial Corporation (CCC) project officer, in writing,
 - (a) that the Contract unit prices are subject to upward adjustment; or
 - (b) that the Contract unit prices are subject to downward adjustment; or
 - (c) certifying that there is no decrease in the Contract unit prices.
2. If the appropriate U.S. Bureau of Labor indexes are not available to meet the above time frame, the Contractor must apply to CCC for an extension of time.
3. The Contractor's request for an upward adjustment or downward adjustment must be supported with copies of the applicable U.S. Bureau of Labor indexes. An information copy of the claim is to be sent by the Contractor to:

Defense Logistics Agency (USA)
Defense Contract Management Americas (Canada)
200 - 275 Bank Street
Ottawa, Ontario K2P 2L6

Z2804C (01/04/92) Price Adjustment

Effective 10/12/01, this clause is superseded by Z2804C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in contracts when the DPWGS Central Allocations and Defence Priorities Officer has authorized use of a priority rating.

Z3000C (03/02/97) Priorities - U.S. Purchases

1. This is an urgent United States (U.S.) government defense requirement and use of a U.S. Priority Rating is hereby authorized and assigned. This Priority Rating is valid only for the purchase of materials, sub-assemblies and components (excluding controlled materials) by the Contractor directly from U.S. suppliers up to a total of US\$ _____. Should the Contractor exceed this dollar limitation, the Contractor is authorized to proceed with the purchase order while providing the Central

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Allocations and Defence Priorities Officer, Department of Public Works and Government Services, Ottawa, Ontario K1A 0S5, with details of the additional amount required.

2. The assigned U.S. Priority Rating, required delivery date, signature of an individual authorized to sign rated orders, and the following certification must be placed on or attached to the Contractor's purchase orders to U.S. suppliers:

"This is a rated order certified for national defense use, and the Contractor is required to follow all the provisions of the Defense Priorities and Allocations Systems Regulation (15 CFR, Part 350)."

3. Assigned U.S. priority ratings may not be extended within Canada; in consequence, when further materials are imported through the Contractor's Canadian subcontractors or distributors, the following clause shall be placed on the Contractor's purchase orders:

"PRIORITY ASSISTANCE: This is an urgent defence requirement. If the Contractor is importing any material/service from the U.S.A. for the fulfilment of this Contract, contact the Central Allocations and Defence Priorities Officer, Department of Public Works and Government Services, Ottawa, Ontario K1A 0S5, to request a U.S. Priority Rating."

4. The Contractor shall keep for a period of three (3) years, and shall produce to the Minister of Public Works and Government Services, on request, a record of its authority to use the rating authorization and of all the uses made of it by the Contractor.
5. U.S. Controlled Materials or Special Priorities Assistance:
 - (a) If the Contractor is importing any U.S. controlled materials (such as steel, copper, aluminum, nickel, etc.), a separate application is required and shall be made to the Central Allocations and Defence Priorities Officer, Department of Public Works and Government Services, Ottawa, Ontario K1A 0S5.
 - (b) Should the Contractor need assistance in obtaining delivery under a delinquent Rated Order with a U.S. firm, a request should also be made to the Central Allocations and Defence Priorities Officer.

Z3000C (01/04/92) Priorities - U.S. Purchases

Effective 03/02/97, this clause is superseded by Z3000C.

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Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in contracts requiring the Production Progress Report, DD Form 375, when the U.S. contract is from an agency other than the Defense Industrial Supply Center (DISC). Enter "No. of copies" and "Name and Address" from the U.S. contract.

Z3200C (10/12/01) Production Progress Report

The Contractor shall prepare the DD Form 375, Production Progress Report, both on a monthly basis and exception to the Contract delivery schedule basis. DD Form 375 shall be submitted monthly and no later than the second work day of the subsequent month. DD Form 375 will be distributed as follows:

No. of copies	Name and Address
---------------	------------------

_____	_____
_____	_____
_____	_____

Z3200C (01/04/92) Monthly Production Progress Report

Effective 10/12/01, this clause is superseded by Z3200C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in contracts requiring the Production Progress Report, DD Form 375, when the U.S. contract is from the Defense Industrial Supply Center (DISC). Check either 1.(a) or 1.(b) as appropriate. Enter "No. of copies" and "Name and Address" from the U.S. contract.

Z3201C (10/12/01) Production Progress Report

1. The Contractor shall prepare the Production Progress Report, DD Form 375,
 - (a) on a monthly basis;
 - (b) on an exception to the Contract delivery schedule basis. DD Form 375 shall be submitted monthly and no later than the second work day of the subsequent month. DD Form 375 will be distributed as follows:

No. of copies	Name and Address
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_____	_____
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Z3201C (01/04/92) Monthly Production Progress Report

Effective 10/12/01, this clause is superseded by Z3201C.

Remarks: Use the following clause in all contracts requiring Progress Reports, form DD 375.

Z3202C (01/04/92) Progress Report Instructions

Section 1 - Form DD 375:

(a) All entries on the Monthly Production Progress Report representing "actual" data will be as of the close of the "report month". The "report month" is that month immediately preceding the month in which the form is due from the Contractor. All entries representing "forecast" data will be as of the case of the period identified in the respective column heading. The terms "Contract Quantity" and "Contract Schedule" refer to the official Contract quantity or schedule as amended, and in effect at the close of the "report month".

(b) The term "delivery", when used to reflect "actual" data, shall mean "acceptance" in those instances when the military services take title to the item at the place of manufacture and shall mean "shipment" in those instances when the services take title to the item at a point other than at the place of manufacture.

Remarks: Use the following clause in contracts for Miniature and Instrument Ball Bearings or in contracts for articles containing Miniature and Instrument Ball Bearings.

Z3400C (01/04/92) Miniature and Instrument Ball Bearings

The following clause shall be applicable to Miniature and Instrument Ball Bearings, as defined herein, to be supplied under the Contract and to articles containing Miniature and Instrument Ball Bearings, as defined herein, to be supplied under the Contract.

(a) For the purposes of this clause:

1. "Miniature and Instrument Ball Bearings" are all rolling contact ball bearings with a basic outside diameter (exclusive of flange diameters) of thirty (30) millimeters or less, irrespective of material, tolerance, performance or quality characteristics; and

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2. "Domestic" means manufactured in the United States or Canada and, when ball bearing assembly is involved, all components of the bearing must also have been manufactured in the United States or Canada.

(b) The Contractor agrees that end items and components thereof delivered under this Contract shall contain Miniature and Instrument Ball Bearings that are of Domestic Manufacture only.

(c) The requirement in (b) above may be waived in whole or in part by CCC Contracting Officer when such waiver is determined to be in the interest of the U.S. Government. In the event a waiver is granted, the Contractor agrees to acquire, for non-government use, Domestic Miniature and Instrument Ball Bearings of a like quantity and type.

(d) The Contractor agrees to retain until the expiration of three (3) years from the date of final payment under this Contract and to make available during such period, upon request of CCC Contracting Officer, records showing compliance with this clause.

(e) The Contractor agrees to insert this clause, including this subparagraph (e), in every subcontract and purchase order issued in performance of this Contract, unless it knows that the item being purchased contains no Miniature or Instrument Ball Bearings.

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